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# The Solicitors' Journal.

*LONDON, MAY* 30, 1868.

ON THURSDAY LAST the Hon. Richard Bethell surrendered, at an outlawry proclamation at Red Lion-square, and claimed protection from arrest by virtue of a certificate of the filing and registration of an arrangement deed between him and his creditors, under the 192nd and following sections of the Bankruptcy Act, 1861. Mr. Bethell was, however, arrested, and later in the day he made an application at Judges' Chambers to be released. Byles, J., who was the chamber judge, heard the application on the same day, and ordered Mr. Bethell to be discharged, upon the authority of *Ames* v. *Colnaghi* (16 W. R. C. P. 758). It may be remembered that there was at one time some doubt as to the duty of the sheriff when a debtor, against whom a *ca. sa.* had been issued, produced a certificate of the filing and registration of a deed under the Bankruptcy Act, 1861. *Lloyd* v. *Harrison* (14 W. R. 737) decided that a sheriff was *justified* in releasing a debtor who produced such a certificate, even although it might turn out that the deed on which the certificate was given was invalid as against the creditor issuing the execution. *Ames* v. *Colnaghi* went a little further, and decided that a sheriff is *bound* to release a debtor under such circumstances, even although the sheriff may have notice that the deed is invalid. This latter case was therefore a clear authority in favour of Mr. Bethell, and Byles, J., acted upon it accordingly.

IN OUR NUMBER of May 2nd, *supra* p. 538, we made some remarks on the important question raised in *Bell* v. *Aitken*—viz., whether or not in the taxation of costs in that case the defendants, who had been successful in the cause, ought to be allowed the expenses of their country attorney's attendances at the trial in London; and we pointed out the exceptional circumstances of the case which rendered the presence of the country attorney at the trial a positive necessity, and added that we could not see on what principle the master could have disallowed his costs. On the 7th of May the Court made absolute the rule which had been obtained for the master to be at liberty to review his taxation (16 W. R. 704); and it seems that the decision proceeded on the ground that the affidavits showed that the master had not exercised a discretion in the matter: he had disallowed the expenses in question because he considered he was bound by a general rule not to allow such expenses between party and party whatever the cause of action. The case was again brought before the Court on Saturday last, when it appeared that, on the matter going back to Master Gordon, in accordance with the rule of court, he stated, that he had not disallowed the costs in question on any general principle agreed to by the masters of all the courts, as had been alleged, but that he had exercised a discretion on the facts before him; and, therefore, he refused to make any alteration in his allowance. Under these circumstances the defendants again moved for a rule calling on the master to show cause why he should not review his taxation, and elicited from the Court a clear explanation of what it intended to convey when the previous rule was made absolute. Chief Justice Bovill said: "We have already decided that it is a case for the exercise of the master's discretion. We thought he had not exercised it, but we meant to intimate that the costs ought to be allowed—we meant a strong intimation, not a positive direction." No doubt, when these remarks are brought to the attention of the master, he will alter his taxation in accordance with them, and, as it will then be unnecessary to draw the rule up, the matter will drop and we shall hear no more of it. The case, however, has not been without its use to the profession. The Court is always unwilling to interfere with the discretion of its officers in these matters, but still that discretion has always been held subject to review: *Madison* v. *Bacon*, 5 Bing. N. C. 246; and it is well that it should be occasionally reviewed.

ONE OF THE new county court rules (rule 28) gives the judge of one district a power over the high bailiff of another district, which is quite new to county court practice. A case came recently before the Lambeth Court in which the summons had been sent to another district to be served. The bailiff of the other district returned the duplicate of the summons, accompanied by an affidavit which was not attested by the proper person before whom it purported to have been sworn. Mr. Pitt Taylor said he could not act upon the affidavit; it must be sent back for correction; the cause must be adjourned and the bailiff must pay the plaintiff's costs. Under the old rules a suitor could only get his costs from the bailiff of a "foreign court" in a case of negligence by an action for damages. The matter is wonderfully simplified by the new rules so far as the plaintiff is concerned, but the bailiff is tried and fined behind his back. In this particular case there could hardly, by any possibility, be a defence; but that would not be so in all cases.

OUR ATTENTION has been called to two letters, headed "Delays in Chancery," which have lately appeared in the public papers, in each of which the writer subscribes himself "A Solicitor," though it would appear that they are not from the same hand. Two very different grounds of complaint are put forward in these letters, neither of which is perhaps altogether without foundation, though we think both objections decidedly overstrained.

"A Solicitor," No. 1, complains of the chief clerks. We have more than once felt it our duty to object to the growing tendency to invest these gentlemen with judicial functions, and to the "rough and ready" way in which important questions of law are sometimes decided in chambers; and we have reason to believe that the present highly improved system of adjourned summonses, is in part at least, the fruit of our remonstrances and others similar. But the solicitor does not object on this ground; he objects because officers expressly appointed to certain administrative functions perform these very functions, as he says, "feebly." So far as that is so it is of course objectionable; but, assuming that he is right in point of fact (which we have no reason other than his assertion for believing), he is certainly far from happy in his illustration on the subject. He says:—

> No one who has not had experience of the delays sanctioned by the feeble administration of these gentlemen, can have any idea of the enormous loss of time and the consequent annoyance and expense caused to the suitors from the readiness with which applications for "further time" to take various steps in the suit are listened to. For example, the time limited by the general orders of the Court to put in an answer to interrogatories is four weeks, and yet I will venture to say in nine suits out of ten this time is extended by orders made by the chief clerks, from time to time, to at least eight weeks.

But is the solicitor ignorant that that was precisely the result intended by the framers of the orders? It is notorious that in the vast majority of suits in which it is worth while to file interrogatories at all, a month is far

too short a time to enable a defendant to put in a proper answer—nay, that three or four times that period is sometimes insufficient. The framers of the general order have thought it better to give a very short time "as of course," leaving it to the parties, by application at chambers, to obtain such time as may be requisite. If any evidence of this be needed it will be found in the fact that by Lord St. Leonards' orders of August, 1852, a fortnight only was limited as the time to answer—*i.e.*, less time than, in most heavy suits, the instructions are detained by counsel alone, without allowing anything for their preparation, or for the examination, revision, engrossment, and swearing of the answer when drawn. We certainly think that did the chief clerks, as a rule, refuse to extend the time for answering beyond the four weeks given by the general order, the result would soon be seen in the revival of exceptions, now happily nearly obsolete; and we need hardly say how fruitful a source of delay, to say nothing of expense, would be therein found.

Solicitor No. 2 attacks the holidays. But holidays are, as indeed he admits, absolutely necessary and proper, and we understand him only to object that at present they are in excess. We quite agree that the total closing of the offices for any unnecessary time would be a great evil, but we are not aware that it ever takes place. The Accountant-General's office is indeed closed for some weeks every autumn for the purpose of making up the books, and we are at a loss to see how that can be avoided; but, speaking generally, there is always some branch of each office open. It would be absurd to keep all the offices open, and the clerks sitting idle there, when every one else is taking holiday, and worse than absurd to condemn all the solicitors and chancery clerks in London to undiminished activity all through the vacations, in order that there might be a good excuse for keeping the offices open. There is, as it seems to us, some substance in the complaint that the vacation judge ought not to leave town during his year of office, or at any rate ought to be accessible *in Lincoln's-inn* on certain days in every week, at convenient hours. It is very hard on suitors who are so unfortunate as to have vacation business to have to incur the enormous expense of attendance, with their counsel and solicitors, at some out-of-the-way place in Wales or East Anglia (we believe that "A Solicitor" is in error in supposing that it ever was necessary to go to Scotland) for the purpose. At the same time vacation business is so intermittent that there could be no reason for requiring more than an occasional attendance for legitimate applications of this kind, and we should deprecate most heartily any attempt to force on in vacation any business not of an immediately pressing nature. Judges, counsel, and solicitors are machines which it costs a great deal to make, and we are not desirous of forwarding any scheme for using them up unnecessarily fast.

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AT THE MIDDLESEX SESSIONS, last week, upon the trial of a prisoner for felony, comments were made both by the prosecuting counsel and the judge, Mr. Payne, on the non-production by the prisoner's counsel of any evidence of the prisoner's good character. After the prisoner had been found guilty, a somewhat angry discussion appears to have taken place as to the propriety of this course. As the law stands at present, evidence of bad character or of previous convictions is in no case admissible against a prisoner; but the prosecution must prove him guilty of the particular charge by evidence bearing directly upon that issue. Evidence of general good character is admissible in a prisoner's favour; and there are some cases, though perhaps not many, in which it has properly great weight. If, however, evidence of good character is produced in favour of the prisoner, it may, of course, be contradicted, and thus it may be shown that the prisoner's character is bad. Now, it may be possibly desirable that jurymen should be acquainted with this state of the law; but it certainly seems to be very contrary to the principles approved by the Legislature that arguments drawn from this state of the law should be brought forward against a prisoner on his trial. Not long ago a change in practice was made by providing that when for the purposes of punishment a previous conviction is charged in the indictment, that part of it should not be read to the jury until they have have given their verdict on the main issue. Thus the law in effect says that even if a man has been convicted before, the jury ought not to take that into account, and therefore it is better that they should not know the fact to be so, lest they should be unconsciously biassed. To argue that there probably has been a previous conviction is worse than merely to allow the jury to know it, because the argument not only calls upon the jury to infer what they may not be told, but also by implication tells them that if they knew the fact, they might take it into consideration. Different opinions may be entertained as to the advisability of extensive alterations in our criminal procedure, but undoubtedly as long as an accused person is precluded from giving evidence to explain that given against him, it is most important to allow no infringement of the rule that the prosecution must prove beyond all reasonable doubt that the prisoner is guilty of the particular charge, and that this must be done by evidence relating to the charge and not by suspicion derived from previous guilt or misconduct.

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THE UNSATISFACTORY CONDITION of the law of debtor and creditor is universally admitted, and the insufficiency of the scheme of amendment embodied in the several bills lately before the House of Lords is very generally felt. Under such circumstances it is not unnatural that suggestions for improvements should be offered on all sides. One of the latest contributions of this nature is contained in a pamphlet by Mr. Clement Swanston, Q.C., entitled "Observations on the Proposed Changes in the Law of Debtor and Creditor."

Mr. Swanston's pamphlet contains a large number of detailed criticisms on the new bills, many of which we think are well-founded and useful. But Mr. Swanston also proposes certain very sweeping changes, for the wisdom of which we cannot say so much. The principal of these are two in number, one as to the class of persons to whom the bankruptcy laws should be allowed to apply, the other relating to the machinery by which the laws of bankruptcy should be administered.

Mr. Swanston proposes, first, that the law of bankruptcy shall apply only to traders, and even among them only to cases in which the assets (he expresses it capital) amount to not less than £250. His notion is that in large cases credit has in substance been given on the faith of, and with a view to payment out of, capital; but in small cases credit has been given on the faith of future earnings. Therefore, he says, when capital is gone in the first class of cases, to wind up the debtor's affairs and discharge him does not substantially interfere with the contract of the parties; whereas in the second class it would be otherwise. Mr. Swanston then proceeds to what we thought at first was a ponderous joke. He says:—"One reason only worthy of the name have I ever heard urged for releasing persons, by whom debts have been contracted on the faith of their future earnings, from the payment of those debts out of those earnings, and it certainly is a grotesque one. It is said that working men's wives in their husband's absence become the prey of hawkers, who make them contract to pay outrageous prices for useless finery out of their husband's future earnings, and it would be monstrous that a man's future pay should always be saddled with debts so contracted." Mr. Swanston then goes on calmly to suggest, as a remedy for this danger, an enactment that no agent shall be able to pledge his pricipal's credit without an actual authority in writing, except for food. We should like to hear what any mercantile man would say to this last suggestion. But we need hardly point out that cases in which credit is really given on the faith of

future earnings, that is to say, the cases of persons who are merely in the receipt of wages, do not in fact come into courts of bankruptcy at all. Mr. Swanston's line would simply exclude the cases of small shop-keepers and other like classes of traders. And there is no possible reason for a bankruptcy law in any case which does not apply to such cases as these.

But Mr. Swanston also proposes a new machinery for working the law of bankruptcy, and his scheme has at least the merit of originality. He would first have a chief judge to determine all questions of law, and supervise the working of the whole system. Secondly, he would have an attorney-general in bankruptcy, whose duty should be to investigate the *bona fides* of every bankruptcy and arrangement (something of this kind might work well). Thirdly, Mr. Swanston does not forget to provide for the administration of bankrupt estates; and here is the main beauty of the whole scheme. Mr. Swanston thinks that the fittest persons to be employed for this purpose, for collecting debts, disposing of stock-in-trade, estimating the value of leaseholds, determining the best moment of going into the market to sell, distributing dividends, and the like, are *young barristers*, just fresh from the university. We merely suggest to Mr. Swanston that he should enlarge his scheme so as to include country curates and medical students.

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A SHORT TIME AGO there appeared in some of the newspapers a paragraph referring to the difficulties experienced by the Middlesex magistrates in carrying out the provisions of the 13th section of the Special Constables Act (1 & 2 Will. 4, c. 41), for ordering payment of the expenses incurred by the appointment of special constables. The section provides that an order for the payment may be made by magistrates at special sessions to be held for the "division or limits within which" the constables shall have served. The difficulty is whether one special session ought to be held for the whole locality for which special constables were appointed, or whether special sessions should be held in each petty sessional division. It is obvious that the first would be the most convenient course, as then the allowances might be made on some uniform scale. The question depends, of course, upon what is the true meaning of the words "division or limits" used in the section of the Act. It appears that shortly before his elevation to the Bench Mr. Justice Hannen gave an opinion that the word "division" meant in this case the larger district. This opinion he based upon decisions that "division" was a doubtful word to be construed differently in different circumstances, and upon the inconvenience which would be caused in the present case by giving it the smaller meaning. Since then Mr. Mellish has advised that division means petty sessional division, basing his opinion apparently on the words used being more appropriate for that than for the other construction. Since these opinions (which have been printed for the use of the magistrates) were given, an order has been made upon the county treasurer by magistrates of one of the petty sessional divisions. We understand that with a view of obtaining a decision on the point, an application will shortly be made to the Court of Queen's Bench for a *certiorari* to bring up this order to be quashed.

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THE REPORT OF the "Junior Bar County Court Committee" is now circulated, and will be considered at a meeting to be held in the Lord Chancellor's Court, at Lincoln's Inn, on Monday next, at 4.30. p.m.

The gist of the Report is briefly as follows:—

Owing to the diversity of practice in various courts, consequent on variation in the amount and character of the business, and the time at the disposal of the judges, arrangements such as those desired by the Bar cannot be effected, so as to be binding on all the judges.

With reference to a general classification of cases, the committee recommend that the cases be regarded as in two broad classes, those in which advocates (counsel or attorneys) appear, and those in which no advocates are employed. As to the time of hearing, they think that in the metropolitan courts arrangements may be made by which the advocate-cases shall be taken only within certain hours, and, where the business is very large, only on specified days. Similarly in the larger provincial courts, in some of which, however, the committee find that better arrangements already exist than any which could be generally introduced. Uniformity of practice will be difficult of attainment. In the mere county courts nothing can be done, beyond arranging that counsel-cases shall not be taken before a certain hour.

Tho 114th County Court Rule should be repealed in order that it may be left to the judge to determine what notice, if any, should be given of the intention to employ an advocate.

In some places the sittings may be fixed so as to coincide with those of quarter sessions and the local courts of record.

Power might usefully be given to the judges of county courts, with the approval of the Lord Chancellor, to select certain principal courts upon their respective circuits, to which alone cases from the superior courts should be sent. This would produce such a concentration of business at those courts as to enable the parties in each case easily to obtain the services of counsel if they thought fit. The committee also think it worthy of consideration whether a similar system of concentration might not advantageously be applied to some other classes of business, observing that the general principle of concentration, as applied to county courts, has been recognised in the Bankruptcy and Admiralty Bills lately brought into Parliament.

The committee acknowledge the readiness with which they have been met by the Society of County Court Judges, and have the satisfaction of knowing that the Council of the Incorporated Law Society, with whom also they have been in communication, have accorded with their views as to classification and hearing of causes and times of sittings.

It is, we think, a matter for the congratulation of the profession, that this important matter has been treated by both its branches in so temperate and impartial a spirit.

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A ROYAL COMMISSION has been appointed to inquire into and consider the legal condition of her Majesty's natural-born subjects who may depart from and reside beyond the realm in foreign countries, and to report how, and in what manner, having regard to the laws and practice of other States, it may be expedient to alter and amend the laws relating to such natural-born subjects, their wives, widows, children, descendants, or relatives; and also to enquire into and consider the legal condition of persons being aliens, entering into or residing within the realm, and becoming naturalized as subjects of the Crown, and to report how far and in what manner it may be expedient, having regard to the laws and practice of England, of foreign States or otherwise, to alter or amend the laws relating to such persons, or persons claiming rights or privileges through or under them.

The following are the members of the commission:—The Earl of Clarendon, Mr. Cardwell, M.P., Sir R. J. Phillimore, Judge of the Admiralty Court, Baron Bramwell; The Attorney-General (Sir J. B. Karslake;) The Advocate-General, (Sir Travers Twiss;) Sir Roundell Palmer, Mr. W. E. Forster, M.P.; Mr. Vernon Harcourt, and Mr. Mountague Bernard.

Mr. C. S. A. Abbott has been appointed secretary to the Commission.

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THE QUESTION of the competency of a foreign tribunal to dissolve a marriage contracted in the United Kingdom between parties, one of whom is a British sub-

ject, came before the Court of Probate and Divorce in *Birt* v. *Birt or Boultigne*. The respondent in the case was, in the year 1845, married to Captain Boultigne, at Belgian subject, at Gretna Green, and afterwards in Belgium. A decree of divorce was subsequently pronounced by the Cour Royale of Brussels, for incompatibility of temper, and in 1857, the respondent married the petitioner. The petitioner prayed that his marriage with the respondent might be declared null, on the ground that the Scotch marriage was not dissolved by the Belgium divorce. The prayer was granted. It should be noted that at the time of the Belgian divorce both the parties thereto were *bonâ fide* domiciled in Belgium, but still the Cour Royale had no jurisdiction to dissolve the Scotch marriage.

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THE COURT of Appeal in Chancery in Ireland has just reversed the decision of the Vice-Chancellor in *The Imperial Mercantile Credit Association* v. *The Newry and Armagh Railway Company and the Joint-Stock Discount Company*, 16 W. R. 335.

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## *LYON* v. *HOME.*

It is easy to be wise after the event, but few persons, we imagine, will question the justice which Vice-Chancellor Giffard has just meted out to the litigants in the great Spiritualism case. As far as the dry rules of equity are concerned the case adds little, if anything, to the result of the established authorities; and indeed the broad principles upon which equity treats gifts alleged to have been obtained by "undue influence" having been established, little remains for the Courts to rule, in the way of new principles applicable to future cases. Each case must be decided according to the view the Court may take of the facts in controversy, and the judges, after taking the rules as laid down in the judgments of Lord Eldon, Lord Cottenham, and others, prefer, very sensibly, to apply those principles to each successive case by the light merely of its own facts, rather than to enter upon the doubtful question whether or no the case may be stronger or weaker than some previously decided one in which the facts were somewhat different. The broad principles once laid down, future precedents become of little value, unless, which is scarcely possible, a case could be produced in which the facts corresponded point for point with the case *sub judice*.

As Lord (then Sir John) Romilly observed, in *Hoghton* v. *Hoghton*, 15 Beav. 299, "whenever one person obtains, by voluntary donation, a large pecuniary benefit from another, the burthen of proving that the transaction is righteous, to use the expression of Lord Eldon in *Gibson* v. *Jeyes*, 6 Ves. 266, falls on the person taking the benefit. But this proof is given if it be shown that the donor knew and understood what it was that he was doing." Mr. Peabody or Miss Coutts need be under no apprehensions, therefore, lest their gifts should hereafter be set aside at the instance of their relations; the gifts are gone beyond the reach even of the benevolent donors. But if, "besides the obtaining the benefit of this voluntary gift from the donor, the donor and donee were so situated towards each other that undue influence might have been exercised by the donee over the donor, there a new consideration is added;" and then the question is, as Lord Eldon said in *Huguenin* v. *Basley*, 14 Ves. 273, "not whether she" (the donor in that case was a lady) "knew what she was doing, had done, or proposed to do, but *how the intention was produced; whether all that care and providence was placed round her as against those who advised her, which, from their situation and relation with respect to her, they were bound to exert on her behalf.*" And we may also add to this quotation the words of the late Lord Justice Turner (when Vice-Chancellor) in *Billage* v. *Southee*, 9 Ha. 540, a case in which a promissory note had been obtained by a medical man from a patient—"It is said that he" (the donor) "intended to be liberal, and that this Court would not prevent him from being so, and, no doubt, it would not if such were his intention, *but intention imports knowledge, and liberality imports the absence of influence; and when a gift is set up between parties standing in a confidential relation, the* onus *of establishing it by proof falls upon the party who received it.*"

The principle, as Sir G. Turner observed in another paragraph of his judgment, "is of universal application, and the cases in which the jurisdiction has been exercised—those of trustees and *cestui que trust*, guardian and ward, attorney and client, surgeon and patient—merely instances, to which we have now to add, as another instance, the case of "medium" and believer in "media." Further than this, the Court of Equity will follow the property into the hands of third parties, except, of course, purchasers for valuable consideration without notice: for "let the hand receiving it be ever so chaste, yet if it comes through a polluted channel the obligation of restitution will follow it." And the Court regards with great jealousy any alleged confirmation of the transaction, because that may be produced by the same means which procured the gift.

The difficulties which the Vice-Chancellor had to encounter in wading through the enormous mass of evidence in *Lyon* v. *Home* were augmented by the conclusion to which he was irresistibly driven: that the plaintiff's own testimony could not be relied on, except where corroborated by other evidence; but when all was told there remained these facts.

The plaintiff, a very eccentric old widow lady, with a strong but whimsical will of her own, sought out the defendant, a notorious "medium," and *mero motu suo* placed herself on terms of intimate friendship with him, firmly believing in the truth of his pretensions. At this time she had isolated herself from her own and her husband's relations, and had no friends about her competent to advise her about her property. She entertained certain peculiar ideas about her own future and about her deceased husband, and seems to have been generally predisposed to acknowledge the pretensions of any sufficiently confident professor of the art and mystery of spiritualism. Mr. Home, the professor into whose hands she fell, exercised his art, or rather, if we accept his own version of what he termed his "strange gift," allowed his art to exercise him; many *séances* took place, at which "manifestations" were produced, purporting to emanate from the spirit of Mrs. Lyon's late husband. What manifestations took place on all these occasions cannot be known, since the Vice-Chancellor could not believe Mrs. Lyon, and it was certain that far more had taken place than was admitted by Home; but the notable result was that, within eleven days from their first acquaintance, Mrs. Lyon spoke of adopting Mr. Home as her son, transferred £24,000 to him without power of revocation, and shortly afterwards followed up this gift by a present of £6,000 more, a will in his favour, and the conveyance to him of a reversionary interest in £30,000. The trustee of the deed was Mr. Wilkinson, who acted as Home's solicitor, and appears to have been acquainted with Mrs. Lyon's deceased husband. Mr. Wilkinson seems also to have been a considerable believer in spiritualism; and Mrs. Lyon had no solicitor of her own to advise her in the matter.

Now, where one man or woman has chosen to favour another with a gift of property, it is not merely because the donor may, whether through mere pique, or through an *ex post facto* access of prudence, have changed his or her mind, that the Court of Chancery will interfere. Accordingly, Mr. Home contended that Mrs. Lyon's liberality towards him was not influenced by his relation to her in connection with spiritualism; that she had proper advice, or at any rate was advised to have advice; and alleged certain other motives for her conduct, to which it is not necessary to refer. The Vice-Chancellor disbelieved Mr. Home's assertion that "spiritualism" had nothing to do with the gifts to him (and it is difficult to see how any other conclusion could have been arrived at);

the *onus*, therefore, was thrown upon Mr. Home of showing that the donation was, as the Vice-Chancellor phrased it, quoting Lord Eldon, an act "of rational consideration, of pure volition, uninfluenced," and this Mr. Home undeniably failed to show. It was not suggested to the plaintiff that she should reserve to herself a power of revocation, she was in constant communication with the defendant, and had no solicitor of her own, and as to any precautions being insisted upon on her behalf, the Vice-Chancellor observed that what was done was done "more by way of caution against what others might do than by way of protection to the plaintiff against her own folly and infatuation." The gifts were therefore set aside, but as the plaintiff had enormously swelled the costs by her innumerable mis-statements, and the unfounded allegations she had made against Mr. Wilkinson, the trustee, the Vice-Chancellor departed from the usual rule, and ordered her to pay both her own costs and those of Mr. Wilkinson. Thus, the medium is made to disgorge, and the plaintiff gets deservedly punished for her folly and perverseness. A very wholesome lesson both to foolish people and those who take advantage of their folly.

With respect to the conduct of Mr. Wilkinson, the imputations cast upon him by the plaintiff were satisfactorily disproved, but we must observe that this gentleman acted very injudiciously in not making more strenuous efforts to induce Mrs. Lyon to employ another professional adviser. The Court always regards with suspicion a transaction in which the party from whom a benefit is to proceed has no professional assistant beyond that of the solicitor of the recipient: (*vide Lloyd* v. *Attwood*, 5 De G. & J. 614), and other cases; and we conceive that where a person ignorant of law, to say nothing of any peculiar influence or relation to an intended donee, is about to make a voluntary and irrevocable gift, the solicitor acting in the matter for the donee owes it as duty, both to the donor and to himself, to insist upon independent professional assistance being procured. Now, Mr. Wilkinson did, it is true, after the transfer of the first £30,000, write the plaintiff a letter in the following terms:—

"I wish to bring clearly before you that in making the gifts of £30,000, which you have done, you have given it to him absolutely and without power of revocation, and as I have known Mr. Lyon so long and intimately, I shall best do my duty to you by suggesting that you should have some other legal advice in carrying out the business, *if you think it necessary*." [The italics are ours.]

But this letter was not written until after half the gift had been made, and, qualified by the concluding line which we have italicised, it is not a very pressing recommendation to take further advice. We are not for a moment saying that Mr. Wilkinson acted dishonestly in any way or manner, and the imputations cast upon him by the plaintiff were sufficiently disproved; but we think that he acted injudiciously in not insisting more strongly on her having independent professional advice, or at any rate urging her to have a power of revocation inserted. By not doing so he ran the risk of being saddled with his own costs.

It seems to be now-a-days the rule, that each new Vice-Chancellor shall have a *cause celebre* to decide; Sir Richard Malins had the *Overend and Gurney case* before him, not very long after he was raised to the bench, and now Sir George Giffard has followed suit with *Lyon* v. *Home*.

So long as there are fools in the world there will with equal certainty be those to whom it is literally "meat and drink" to come in contact with them,

"Our little systems have their day,"

and when spiritualism has become an exploded idea, there will be other systems by which silly or hysterical people may be worked upon. *Lyon* v. *Home* may, perhaps, prove a caution to future operators; and it is to be hoped (though it is scarcely probable) that some of the opposite class may take warning by the smart-money which Mrs. Lyon has had to pay before she could undo the consequences of her own folly.

We think, also, that this case ought to be taken to heart by people who dabble for their own amusement in "spiritualism" or such like concoctions. Sensible practical people may do so without hurting themselves, they are too strong to be taken in, and they are entertained by speculating how the effect is produced, or they merely laugh and are amused. But what is play to them is ruin to weaker people, who may perhaps be first induced to flutter near the candle by the apparent countenance of the affair by some one in whose discretion they believe. With reference to "spiritualism," we cannot refrain from lengthening our article by quoting the admirable passage with which the Vice-chancellor concluded his judgment:—

"It is not for me," he said, "to conjecture what may or may not be the effect of a peculiar nervous organisation, or how far that effect may be communicated to others, or how far some things may appear to some minds as supernatural realities, which to ordinary minds and senses are not real. But as regards the manifestations and communications referred to in this cause, I have to observe, in the first place, that they were brought about by some means or other after, and in consequence of, the defendant's presence, how there is no proof to show. In the next, that they tended to give the defendant influence over the plaintiff, as well as pecuniary benefit; in the next, that the system, as presented by the evidence, is mischievous nonsense, well calculated, on the one hand, to delude the vain, the weak, the foolish, and the superstitious, and, on the other, to assist the projects of the needy and of the adventurer; and, lastly, that beyond all doubt there is plain law enough and plain sense enough to forbid and prevent the retention of acquisitions such as these by any 'medium,' whether with or without a strange gift; and that this should be so is of public concern, and (to use the words of Lord Hardwicke) 'of the highest public utility.'"

## THE JUDICATURE COMMISSION.

In another column we give a summary of the suggestions which have been addressed to this commission by a large number of the leading professional men in Liverpool. The number and character of the names attached to this paper no doubt entitle it to very great weight, and if we are unable altogether to agree with its conclusions, we are not the less desirous that they should receive the widest possible circulation and discussion. In the few remarks which our present space admits we propose only to touch on those points which seem to us to call for dissent or qualification, and desire it to be assumed that we agree, in principle at least, with the paper in question, wherever the contrary is not stated.

We do not quite understand what is meant by "a complete amalgamation" of the various courts, but as we dissent *in toto* from the suggestion numbered 10, we think it unnecessary to examine whether the first suggestion does not convey the same meaning. We quite agree that every court should have jurisdiction to do complete justice in every case *properly* brought before it, but we have more than once pointed out the inconveniences which would, in our opinion, arise from throwing upon every judge the necessity of being conversant with every branch, not only of the law, but of human affairs. We are also of opinion that it would be found impossible to frame any system of pleading which would be adapted for every description of case, and the specimens which we possess in France and Scotland, of an universal system, are not such as to encourage us. Probably, if it be *de rigueur* that there shall be but one uniform system, that at present prevailing in the Court of Admiralty would be the best adapted for general purposes; but we are unable to see the advantage of requiring any such uniformity. *Suum cuique tribuito*; the English common law system is the

best system ever yet produced for raising an issue on a distinct simple question or set of questions, of law or fact between two parties, but it breaks down utterly when attempted to be applied to the complications of a suit where there are numerous parties with practically intercrossing and conflicting claims: the present improved procedure by English Bill is admirably adapted for working out complicated questions of law or equity, but it is far too cumbrous for the every-day purposes of Mr. Hawkins's "kettle."

It appears to us, therefore, that this part of the proposed scheme might be advantageously modified by allotting to different judges of the proposed court distinct jurisdictions, and requiring the pleadings to be adapted to the "side" of the court where the cause is laid, and giving to the judges an unlimited discretion of "removing" any cause which was commenced on a wrong side of the court. We also think that no such removal should take place at the instance of the parties, unless the objection were taken in *limine*, either by demurrer to the plaintiff's bill (or declaration), or by motion before the defendant's first pleading; but that the judges should have power to do so *mero motu suo*, wherever they thought that the interests of justice would be thereby advanced. We would also provide that no cause should be dismissed merely on the ground that the proceedings had been commenced on the wrong side of the court, but that the sole result of this error when committed should be a transfer. The Court, of course, collectively, should have all the powers of all the existing Courts, and by a simple order could set in motion any particular portion of itself which might be thought desirable.

With the suggestions numbered 18 and 19 we most heartily concur, except that we do not think the word "registries," which seems to be adopted from the Probate Act, fairly describes what is required. What is wanted is, as it seems to us, a complete set of district courts, not having local judges however, but which should be visited by the judges in regular succession, either on circuit (as the courts of assize are now), or by such rota as we formerly suggested, and which should each have its own complete set of administrative officers, so that all the stages of every cause would be completely worked out in the locality, just as the country bankruptcy cases now are, except that instead of having judges of their own they should be periodically supplied from the general body, either by means of continual circuits, or of such *rota* of judges sitting in the country as above mentioned.

If this were done the county courts might be advantageously restored to their old position of small debts courts exclusively, a position which it is, we believe, the all but universal opinion of the profession that they never should have left.

The principle advocated in suggestion 24 is open to much question, at least the Scotch system of *arrestatio ad fundandam jurisdictionem*, has been greatly questioned, and, if we are not mistaken, has more than once been in great peril of extinction, and has only been saved by the present strongly marked tendency of the Courts to narrow its operation. The case of *Longworth* v. *The Saturday Review* will doubtless be recollected by more than one of our readers.

On the whole we think that the system proposed by the Liverpool solicitors, as modified in these observations, does not differ in principle from, though we do not think it so workable in detail as, the scheme suggested by us last year for a new common law court, except that it extends the same system to the equity and admiralty jurisdictions, and also practically refers all these varying questions to the same immediate court of appeal. We are quite ready to admit that both these amendments seem to us desirable; indeed, we only hesitated to propose them ourselves from the fear that such a fusion of jurisdiction would be confounded with that unification of procedure from which we so strongly dissent.

## ELECTION LAW.

### No. III. ELECTION.

We have now to consider the practice of an election, and assuredly in the presence of an approaching contest such as will take place under the new Act, no practising lawyer can afford to be ignorant of the legal requisites which are necessary to complete an opposed or unopposed return.

Pursuing our former plan, we intend to sketch from the very first step the whole course of an election, so as to give information that may be trustworthy, plain, and valuable to our busy readers. We shall take nothing for granted, for which perhaps the younger subscribers to the *Solicitors' Journal* will especially approve our process.

On a *dissolution*, the writ for each election issues by the Lord Chancellor's warrant from the Petty Bag Office. In the case of a *vacancy* the Clerk of the Crown in Chancery sends out a new writ in obedience to the Speaker's warrant. In this article, for obvious reasons, we confine ourselves to writs proceeding in the case of a dissolution.

To whom does the writ go?—is the next question. In English and Welsh counties and all Scotch constituencies, to the returning officer; in boroughs in England and Wales, to the returning officer or his deputy; in Irish constituencies, to the sheriff.

The returning officer gets his name from his office of executing the return. It is proper here to point out who the returning officer is. In counties, he is the sheriff; in cities, being counties where no special Act exists, he is the sheriff of the city. In boroughs, where no special Act exists, the office appertains by custom to some public officer. In the Universities of Oxford, Cambridge, and London the Vice-Chancellor is the returning officer. And in many boroughs the Reform and Municipal Corporation Acts provide specially for this functionary.

In Scotland, the returning officer for a district of boroughs, cities, or towns is the sheriff appointed for such district. In other cases the sheriff of the shire.

To these functionaries, the writ is sent in the way prescribed by the 53 Geo. 3, c. 89, (which see), and when any new writ is issued, the officer issuing the same gives notice to the Secretary of War, who in turn gives notice to each general officer commanding in such district, who keeps the soldiers, within two miles of the polling or nomination, within barracks.

When the sheriff or returning officer gets the writ he endorses on it, in the presence of its bearer, the date of its delivery. Then come the preparations for the election, which differ, in England and Wales, from those in Scotland and Ireland. In this paper we confine ourselves to English and Welsh elections, merely mentioning that Scotch and Irish ones are regulated by the 17 & 18 Vic. c. 102, in great measure.

We will first take counties, and then boroughs, in England and Wales into consideration.

In English or Welsh counties the sheriff proclaims the time and principal place of the coming election, in a form set out in the 17 & 18 Vict. c. 102. As to the time, the sheriff appoints any day (save Sunday, Good Friday, or Christmas-day), not later than the twelfth nor sooner than the sixth day from the making of the proclamation. As to the place of election, it is either fixed by enactment, or in the place most usually selected between 1656 and 1696 (7 & 8 Will. 3, c. 25). The sheriff writes or prints his signature at the foot of the proclamation, and it is published within two days of receipt of writ.

In the case of a contested election the sheriff must provide for each polling booth a certified copy under his hand of the register of voters, and he will select his deputies, poll clerks, check clerks, commissioners for administering the oath of identity, and peace officers. A deputy presides at the polling place to which the sheriff appoints him, receives publicly from the poll clerks at the close the poll books, enclosed and sealed, and transmits them so

enclosed and sealed to the sheriff. His duties further are to administer oaths, and in case of interruption or obstruction by riot or violence to adjourn the poll. He is paid two guineas a day, and must be of full age.

Poll clerks have to take the poll and enclose and seal their several books at the day's end. They are paid one guinea per day, and take an oath prescribed in section 39 of the new Act.

For each candidate there are appointed by the sheriff, as many check clerks as there are polling places. Each has a check-book and checks the entries in the poll-book he watches.

Commissioners to administer the voter's oath are appointed on the written request of any of the candidates after the poll is demanded. They are sworn in.

And having thus made all his preparations, the sheriff may if he likes hand over the actual control of matters to his deputies.

Let us next consider the procedure in English and Welsh boroughs. The returning officer publishes a notice of the time and place of the coming election in a form prescribed by the 17 & 18 Vict. c. 102, and published not later than the second day after the writ is received (the election being necessarily held within *six days* after such receipt), and there must be three clear days between the day of election and the day of publishing the notice, exclusive of both.

*Where* this notice is to be given is in certain boroughs expressly fixed by Parliament. And, except as regards the universities, every returning officer must make the same preparations as are needful in the case of county elections. At Oxford, Cambridge, and London Universities' elections the vice-chancellors may appoint pro vice-chancellors, any one of whom is authorised to receive votes in the absence of the vice-chancellor. In all other borough elections the returning officer's duty is personally to preside, because he has no power of appointing deputies to relieve him *in toto* as has a sheriff (but under 2 Will. 4, c. 45, s. 68, where the booths are in different places, the returning officer may appoint a deputy to preside at each place). Nor can he appoint check clerks save in the case of an election for a city or town in itself a county, or where there are more than 600 electors.

Such are the preparations to be made by the returning officer in English and Welsh elections, with which obviously our readers have most to do. We have next to consider the actual taking of the poll. Before doing this we may mention that where there is no opposition the whole proceedings are comprised in the nomination, when the candidate is proposed by one and seconded by another elector.

The poll in English and Welsh counties commences at eight a.m. on the next day but two after the nomination, and closes at five p.m., and in boroughs at eight a.m. on the day next following the nomination, Sunday, Good Friday, and Christmas day excepted, and closes at four p.m. Each voter on going to the poll tenders his vote to the poll clerk, declaring for what candidate or candidates he votes. But no mistake when the vote is recorded can be rectified, and therefore the greatest care is needful on the part of the poll clerk to make sure that the voter knows thoroughly for whom he is voting. Hence arises the use of the check clerk. And whenever the check clerk's books shows that the mistake is certainly that of the poll clerk the returning officer can cause the mistake to be publicly erased by the poll clerk who made it. Otherwise a Parliamentary scrutiny would be needed before the alteration could be made.

Here may be noticed the 37th section of the new Act, which directs the returning officer at every election, whenever practicable, instead of erecting a booth, to hire a room or building wherein to take the poll. This will be an advantageous provision.

A very important question for the returning officer is one relating to *void* votes. If any of these are taken at the poll they can be struck out on a scrutiny, and therefore, if the apparent majority of the successful candidate be lessened, the next man gets the seat.

Therefore it is important for every returning officer and his deputies to know what are void votes. Four classes of votes ought absolutely to be refused. (A) 1. Where the person offering to vote has voted once. 2 Where the tests of identity are refused (questions under 6 Vict. c. 18). 3. Where his name is not on the register. 4. Where he is under some mental disability. To these we may add another class arising under s. 11 of the late Act, which provides that no elector who has been retained or employed for reward on a candidate's behalf, as agent, canvasser, clerk, messenger, or in other like employment, within six months of the election, shall be entitled to vote. This section will disfranchise many solicitors *pro tem.*

Then there are three classes to be specially entered by the returning officer, viz—(B). 1. In cases of personation. 2. Where a vote is claimed on a qualification, for which another vote has been received. 3. Where the revising barrister has rejected the name from the register.

Lastly come votes given for an ineligible candidate after notice of ineligibility, or when the voter knows it, and votes given under undue influence or corruption (see Bushby's Election Manual *passim*).

As regards the votes in paragraph A, we may say that where a voter ere he left the booth after naming one candidate paused for a minute and mentioned another, that has been considered "voting already," The poll clerk was held right in refusing the entry of the second name (Bath 1857 Minutes). As to "identity" no comment is needed on the statutory requirements, nor does the case of a name upon the register call for remark As regards mental disability, either from intoxication or insanity, great care is needed from the returning officer ere he incurs the responsibility of rejecting a vote. The true test would seem to be whether the voter has sense or reason enough to know which of the candidates he votes for.

As regards votes in paragraph B, those tainted by personation need some remark. Every act of personation is a misdemeanour punishable by two years' hard labour. And personation consists quite as much in voting in a fictitious as in a real name, *and* in evading by false answers or perjury the statutory questions of the 6 Vict. c. 18. Every candidate has power by that Act to appoint an agent to detect personation. If that agent declares to the returning officer, or the deputy, that he believes and will prove that a voter is personating, such returning officer or deputy must directly after taking the vote order a constable to arrest the voter, and have the sentence "protested against for personation," entered in the poll book against the vote.

The constable is to take the voter at the earliest opportunity before two justices of the peace, or if not to be found before one justice within three hours of the closing of the poll, who is to liberate such person on his entering into his recognizance with one surety for trial.

If the justices consider the voter innocent, and that the charge was unreasonably made, or if the agent does not support it, they must make an order to the agent to pay any sum not loss than £5 nor more than £10, by way of damages and costs, the money to be payable within twenty-four hours under pain of distress of goods —and failing the agent's goods the candidates are liable.

None of the other causes which make votes void call for specific notice excepting those which are given for an ineligible candidate. If in this case, after striking off lost votes of this sort, another candidate claiming the seat has the legal majority, he will obtain the seat on petition. Therefore it is highly important that due notice should be given when a candidate is ineligible, and for this notice, as may be supposed, every publicity should be obtained. If it be a small constituency it is well that notice should be sent to every elector, evidence being kept that this has

been effected. Bills should be posted near the poll. The second Clitheroe case was one in which the committee discussed what was and was not sufficient notice, and may be studied. But where a voter may be *presumed* to have had a doubt concerning the eligibility of a candidate, his vote will not be declared of no effect (*Cambridge* petition April, 1866).

All votes obtained by corruption must be entered, although they will be struck out on petition.

Riot or violence during the poll will cause its adjournment, and in this case the poll books will be given sealed to the deputies, to be returned on the reopening of the poll.

When the poll is ended the returning officer or undersheriff casts up the entries on the poll and proclaims the successful candidate unconditionally according to the majority of votes. If the votes are equal he proclaims it (we are speaking of English elections) at the time, but some difference exists in detail.

In English and Welsh counties the sheriff breaks the seal of the poll-books publicly the next day but one after the close of the poll, casts up the numbers, and, not later than 2 p.m., declares the member who is elected.

In boroughs, the returning officer either *immediately* declares the state of the poll, or one week after, in the same mode as in counties.

At every contested election the sheriff or returning officer, after this proclamation, tenders the poll books to each candidate to be sealed by him. So sealed, he transmits them to the Clerk of the Crown in Chancery (who it will be remembered initiates everything by the writs he issues). Office copies from the Clerk of the Crown of poll books are evidence in any court of law (6 Vict. c. 18, s. 94).

The formal document which records the result of the election is called the return. It is made by indenture, and when signed, sealed, and tacked to the writ, is sent by the returning officer to the Clerk of the Crown. In boroughs the corporate seal is usually affixed, and in counties a few of the electors sign, for the old Act, 7 Hen. 4, c. 15, enjoined that the return should be made between the returning officer and the electors present—a provision which cannot, of course, be actually carried out at the present time. When the votes are equal a double return is to be made, and the House of Commons decides which member is to sit.

Within *one month* of the day of the declaration of the election, all persons having bills or claims in respect of the election, against a candidate, must send them in to his agent. Within two months of the election, a detailed statement of such expenses is made out by the agent, and sent to the returning officer, who within fourteen days publishes in a local newspaper an abstract of such statement signed by the agent. Five pounds penalty for every day's default punishes the agent who neglects this—a matter for our readers to remember, and untrue statements are punishable as a misdemeanour. The returning officer preserves all bill and vouchers, and within six months, any elector can inspect the same on payment of one shilling.

No cockades or ribbons may be provided by the candidates under a fine of two pounds for each offence, and payments for these or chairing, music, flags, or banners, are illegal.

University elections are regulated by the 24 & 25 Vict. c. 53, which allows voting papers. This provision is extended by section 45 of the new Act to the newly enfranchised London University, where by section 43 of the same Act the polling may last five days.

In conclusion we will notice the provisions of the new Reform Act which refer to the process of election.

Section 34 empowers the magistrates in Quarter Sessions to divide counties into polling districts, and confers a similar power for boroughs on the local authority. Such divisions are to be advertised. Section 36 renders payment for the conveyance of voters illegal (with certain exceptions, being boroughs named).

Section 40 extends the 36th section of 2 Will. 4, c. 45 (disqualifying persons having parochial relief from voting in boroughs) to counties.

Section 47 provides that in the new boroughs created by the Act, and named in schedules B and C, which are municipal boroughs, the mayor is the returning officer, otherwise the returning officer is to be appointed as if the boroughs were in schedules C and D of 2 Will. 4 c. 45, for which no person is mentioned as returning officer.

Section 50 prohibits any returning officer from acting as an agent, otherwise a misdemeanour is committed. Nor can his partner or clerk act as such agent.

Section 57 declares that the county palatine of Lancaster shall after the passing of the Act cease to be a county palatine in respect of the issue, direction, and transmission of writs for the election of members for either division or any borough in such county, and assimilates the practice to that used for other divisions and boroughs.

Section 60 provides that if a dissolution takes place before 1869 the elections are to take place as heretofore.

Pending any registration measure that may be introduced before this is printed, we have put our readers in full possession of the law and practice necessary for their guidance in election work. If there is aught to say in conclusion as to *canvassing*, it may be summed up in the words, let discretion temper zeal. There is no better or more successful policy as there is no more agreeable than a fair and open one in carrying on a contest, and the decisions of committees have been so stringent as to what is and what is not illegal, that the reader cannot do better than read the election cases after the general election of 1865.

For those who wish to become learned in the details of election law, we may add that Rogers, Bretherton, and Bushby, are good authorities, and their books are clearly and succintly written. In these papers all that is attempted is to give such a *resumé* as may enable those who read it to acquit themselves with some amount of certainty in their duties, so that in the excitement of a contest they may not regret a want of preparation and familiarity with a branch of study which is not in the ordinary course of professional labour. All who wish to go more deeply into the subject will do well to peruse the volumes above named.

## RECENT DECISIONS.

### EQUITY.

APPORTIONMENT OF FINES AND EXPENSES ON RENEWAL OF LEASES BETWEEN TENANT FOR LIFE AND REMAINDERMAN.

*Bradford* v. *Brownjohn*, 16 W. R. 500.

The present rule on questions of this nature between tenant for life and remainderman is clearly laid down by Sir James Ingram, V.C., in *Jones* v. *Jones*, 5 Hare 440, and appears to be this: that under a devise or settlement of successive interests in leases for lives or years, where the testator or settlor directs that the leases are to be renewed as the terms expire, or the lives drop, without indicating a fund for that purpose, the fines and expenses of renewal are to be paid by the parties successively entitled in proportion to their actual enjoyment of the renewed lease.

The simple, but unreasonable rule that the tenant for life should contribute one-third and remainderman two-thirds of the expenses of renewal, was treated as exploded so long ago as 1750 by Lord Hardwicke in *Verney* v. *Verney*, 1 Ves. 428, S. C. Ambl. 88. In *White* v. *White*, 9 Ves. 557, Lord Eldon says that Lord Kenyon was of opinion that there never had been a case in a Court of Equity in which that rule had been followed, where there was no fund to deal with but the interest of the remainderman. The principle which actuates the Court in thus enforcing renewals at the partial expense of tenant for

life, in the words of Lord Hardwicke, is this : "He who has a renewable lease for lives always thinks when he is settling it that he is settling a continuing interest larger than the lives in that lease, and so the Court considers it; and therefore considers all renewals arising out of the lease to be part of it, and upon the same trusts. Where the life of the devisee or grantee for life is one of the lives upon which the lease is held, he will not be obliged to contribute to a renewal, because his interest is only in the life, and that life is in the lease :" *Verney* v. *Verney* (*ubi sup.*)

What is the actual enjoyment of the renewed term by the tenant for life cannot be ascertained while he lives. Until his death, therefore, the amount he is to contribute remains undetermined. If he pays the expenses of renewal he has a lien on the estate for so much as may ultimately appear due to him; if the remainderman pays the expenses, or they are raised by a charge on the property, the tenant for life will be required to give security *quoad* his portion. That portion will be calculated upon the probable duration of his life; and if he survive the estimated period, he may be called upon to give further security, without prejudice in either case to the amount which at his death may prove due from him.

At the present day the tenant for life's contribution will often be secured by life assurance. In the *Earl of Shaftesbury* v. *The Duke of Marlborough*, 2 M. & K. 124, a fund for the purpose was obtained by insuring each of the lives upon which the leases were held against the life of the Duke, who was tenant for life, the premiums being kept down out of the rents of the leasehold estates.

When the time comes for repayment to the tenant for life of what he has advanced, what interest is he to receive? In the present case simple interest at four per cent. was given, following *Rawe* v. *Chichester*, Amb. 720, and this seems to be the general rule. Compound interest up to the death of the tenant for life was given, and simple interest afterwards, in *Nightingale* v. *Lawson*, 1 Bro. C. C. 440, a case of much nicety of calculation, where the tenant for life was under no obligation to renew. And it seems that *White* v. *White*, 4 Ves. 36, where also compound interest until the death of the tenant for life was given, would not now be followed.

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## Specific Performance of Negative Contracts.

*Daggett* v. *Ryman*, 16 W. R. 302.

Where the breach of a covenant not to do a particular act is complained of, the appropriate relief is by injunction restraining the covenant or from doing any act in contravention of his covenant, the result arrived at being practically the same as an order for the performance of the thing to be done. The rule of the Court as to granting injunctions in cases of the kind appears to be this, that the Court will only interfere where it sees the way clear to make an order, which, by restraining the person whose conduct is complained of from doing any act in contravention of his covenant, does in effect enforce specific performance of it. We refer to *Dagget* v. *Ryman* as a simple illustration of this principle. It is seldom that agreements of the kind stated in our report of this case do not include negative as well as affirmative stipulations reciprocally binding on the parties to them—as in the case before us, where the affirmative stipulation was that Daggett should employ Ryman, and the negative, that Ryman should not recommence business in Woodstock. These are stipulations each of which depends on and is a consideration for the other, and the doctrine of the Court accordingly is that where the affirmative branch of the agreement cannot be enforced, a breach of the negative branch will not be restrained, except in cases like the present—and the distinction is important—where the contract has been carried into execution so far as it may be, and one party violates the negative covenant on his part contained in it, whole or part performance of the affirmative side being the ground of granting an injunction to restrain the breach on the negative side. *Hills* v. *Croll*, 2 Ph. 60, illustrates the general principle. In that case Lord Lyndhurst, C., refused to restrain B. from obtaining acids from any other person than A., inasmuch as he could not compel A. to supply B. with acids, and if, therefore, he had restrained B. from selling acids elsewhere, he might have ruined him, in the event of A. breaking the affirmative covenant on his part to supply them. If the case had been this, that B. had refused to accept the acids supplied by A., and sought to obtain them elsewhere, we submit that the decision would have been in A.'s favour, on grounds similar to those on which *Daggett* v. *Ryman* was decided, namely that A. had in part performed his side of the agreement, and thus raised a consideration for the performance of the other side of the agreement.

There is another class of cases where an affirmative as well as a negative stipulation lies on the same side of the contract.

With respect to these the doctrine of the Court has undergone some change. It was formerly supposed that the negative stipulation could not be enforced by injunction unless the Court could decree specific performance of the affirmative part. Thus in *Kemble* v. *Kean*, 6 Sim. 333, Edmund Kean agreed to act for twenty-four nights during the season for the proprietors of Covent Garden Theatre, and not to act during the season at any other theatre. The Vice-Chancellor, Sir L. Shadwell, refused to restrain Kean from acting at Drury-lane Theatre during the season, on the ground that he had no power to make him perform the affirmative part of his side of the agreement by acting at Covent-garden Theatre. Since *Lumley* v. *Wagner*, 5 De G. & Sm. 485., however, it has been the constant practice of the Court to restrain the breach of the negative part of the stipulation, where specific performance of the affirmative part of it cannot for intrinsic reasons be enforced. In *Lumley* v. *Wagner*, for instance, it was clear that the Court could not make Mademoiselle Wagner sing for the plaintiff, yet substantial relief was indirectly given by restraining her from singing for any other person. Nay, the Court, where an affirmative stipulation cannot, from its nature, be specifically performed, will frequently read it as a stipulation not to do the contrary, and grant an injunction upon that footing. The case of *Adamson* v. *Gill*, 16 W. R. 306, illustrates this principle. It has since been overruled upon other grounds (16 W. R. 639), but the principles by which the Vice-Chancellor felt himself bound in deciding the case were affirmed by Lord Justice Lord Cairns upon appeal. It was a case of charter-party. The defendant, who was a shipowner, contracted to load a cargo of coals at Birkenhead, and carry them to Bombay. The ship was disabled on the voyage, and the master in his discretion sold the coals, whereby specific performance of the contract became impossible: the Vice-Chancellor, however, when pressed with *Heriot* v. *Nicholas*, 12 W. R. 844, felt himself bound, in accordance with the spirit of the authorities, to hold the charterers entitled to an injunction restraining the shipowner from employing the vessel in a manner inconsistent with the charter-party. The Lord Justice in his judgment, p. 640, admitted the truth of the principle we have endeavoured to state, but reversed the decision of the Vice-Chancellor on the special ground that, the coals having been sold, it was impossible for the defendant to perform his part of the contract, namely, to carry those particular coals to Bombay. The decision on appeal, being grounded on special circumstances, need not be regarded as qualifying in any way the principle asserted by Lord Chelmsford, C., in *De Mattos* v. *Gibson*, 7 W. R. 152, 4 De G. & J. 276, whose words are—"I think that a vessel under a charter-party ought to be regarded as a chattel of peculiar value to the charterer, and that although a Court of Equity cannot compel a

specific performance of the contract which it contains, yet that it will restrain the employment of the vessel in a different manner, whether such employment is expressly or impliedly forbidden, according to the principle expressed in *Lumley* v. *Wagner*."

[Note for Reference.—"Kerr on Injunctions," pp. 525, 526.]

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WHO MAY BE EXAMINED AS A WITNESS, UNDER SECTION 115 OF THE COMPANIES ACT, 1862.

*Re Imperial Mercantile Credit Association. Ex parte Clement*, L. C., 16 W. R. 769

The 115th section of the Companies Act empowers the Court, after making a winding-up order, to summon before it any officer of the company known or suspected to have in his possession any of the company's property, or supposed to be indebted to the company, "or any person whom the Court may deem capable of giving information concerning the Trade, Dealings, Estate, or Effects of the company."

The Court of Chancery has put a wide construction upon this last provision, and the cases show that these words are to include not only all persons who may be deemed capable of giving information concerning the apparent and tangible assets of the company, but also persons likely to be able to give information concerning the means of its shareholders or debtors (information which might very materially influence the estimate of the company's assets), and not only so, but also persons likely to be able to give information upon questions of disputed contributoryship. Thus, in *Re Financial Insurance Company, Ex parte Bloxam*, 36 L. J. Ch. 687, the managing clerk of a bank in which a contributory kept an account was summoned to give evidence. And in the case before us, the stockbroker, who had lodged a transfer of a large number of shares to an infant of limited means, was ordered to appear and be examined. This is a wholesome construction of the provision, for beyond the expense of the examination, no harm can be done. If the witness can give no information, the Court will not allow him to be harassed by irrelevant questions, as Lord Cairns observed in the present case.

It must be borne in mind, however, that the question, who is "capable" of giving information worth inquiring for, is a question in the absolute discretion of the Court. Thus, in *Re Marine Accidental Insurance Company, Ex parte Mercati*, 16 W. R. 116, where a policy-holder of an insurance company had commenced an action, which the Court had, at the instance of the official liquidator, stayed, leaving the claim to be carried in in the usual way, which had been done, and the official liquidator had obtained a summons to examine the policy holder under section 115 of the Act, Vice-Chancellor Stuart, on a motion to commit the policy-holder for contempt in refusing to answer certain questions, said that the summons had been most irregularly taken out, and that the policy-holder was not a person "capable of giving information," or within the meaning of the section. We do not think that much reliance should be placed on this decision, for a person capable of giving information respecting a claim on the company is clearly within the scope of the section, but still the discretion is with the Court, and if the Court disapproves of the conduct of the official liquidator, or suspects improper motives in seeking to examine the witness, it may refuse to summon him. And the Court of Appeal is always loth to interfere with the exercise of a mere discretionary power by an inferior judge.

There is one more point for which the case before us is notable, and that is, a distinct ruling that a witness may be summoned under the section, although no direct issue has been raised. As the Vice-Chancellor said:—"It must not be a mere roving inquiry, such as saying,—'I think I can make out a case if I can lay hold on somebody as to whom I can make out a suggestion of fraud,' without there being a shadow of ground for it." But we presume from Lord Cairns' remarks that if there be a *bonâ fide* belief that the evidence of the particular individual may throw some light on a disputed question of contributorship, it will be competent for the Court to summon him for examination.

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## COMMON LAW.

INFANCY—NECESSARIES.

*Ryder* v. *Wombwell*, Ex., 16 W. R. 515.

Until a person has arrived at the age of twenty-one years he has no power to contract. His promises, although made upon a valuable consideration, cannot be enforced against him. This disability is created by the law in order to preserve the young from what would otherwise be the disastrous consequences of their own ignorance and inexperience in the ways of the world. As this disability is looked upon as a protection to infants, it is relaxed in certain cases where the infants themselves might suffer from its effects. An infant may always bind himself by a contract for "necessaries." The word "necessaries" has received a very wide construction, and it extends not only to sufficient food and clothing for the maintenance of life, but also to all those things which are suitable and proper to the degree and condition of the infant. The whole law as to necessaries is very clearly explained in the judgment of Alderson, B., in *Chapple* v. *Cooper* (13 M. & N. 252), where the point decided was that an infant widow was liable on a contract for the burial of her husband, as such burial was to be regarded as a necessary for her. In *Peters* v. *Fleming*, 6 M. & W. 43, also, the same rules are laid down.

In *Ryder* v. *Wombwell*, the plaintiff, a jeweller, brought an action against the defendant, an infant, to recover the price of a pair of ruby and diamond solitaires or sleeve-links (£25), a glass smelling bottle ornamented with coral, pearls, &c. (£6 10s.), a pair of ear-rings (£13 13s.), an antique goblet (£15 15s). The defendant was the younger son of a deceased baronet, and had an allowance of £500. At the trial it was proved that the goblet was bought as a present for a nobleman, at whose house the defendant often visited. The defendant argued that there should be a nonsuit as the articles were clearly not necessaries; but the learned judge ruled that the case must go to the jury. The defendant then offered evidence to show that when he had purchased the sleeve-links he had recently bought from other tradesmen many articles of a similar description. The judge ruled that this evidence was not admissible, unless it could be shown that the plaintiff knew that such articles had been supplied. The case was then left generally to the jury to say whether the articles were necessaries. The jury found that the sleeve-links and the goblet, but not the other articles, were necessaries, and found a verdict for their price. Leave was reserved to move to enter a nonsuit, or to reduce the verdict by the amount of the price of either the goblet or the sleeve-links. A rule *nisi* was granted, which the Court ultimately made absolute. Separate judgments were delivered, as the learned judges did not agree. Bramwell, B., was of opinion that the jury ought to have been told to find a verdict for the defendant. He says:—"There are some things which cannot be necessaries—ear-rings for a male, spectacles for a blind person—and all things which are useless, except for amusement, or where the utility is the subordinate consideration and the ornament or amusement the principal. On the other hand, there are things certainly necessaries—bread, meat, vegetables, and water. There are also things which may or may not be necessaries, and which give rise to questions for a jury, as if an infant orders an expensive coat, but it appears that his trade or calling is of that nature that such a coat is necessary for his health. . . . . Of course, with this opinion, I think if there was evidence to go to a jury, still the verdict was wrong, and there should be a new trial." He also thought that evidence

should have been admitted to show that the defendant was fully supplied with articles similar to those furnished by the plaintiff at the time when he bought from the plaintiff. "Suppose a baker delivered 100 loaves daily to an infant who could only consume one; would he be liable for the price of the other ninety-nine? Certainly not, because they are not necessaries. But what difference does it make upon this question that they are supplied by one baker or by one hundred?" Bramwell, B., was, therefore, of opinion that there should have been a nonsuit, or, if there was evidence to go to a jury, that the verdict was wrong and there should be a new trial; also that the evidence which was rejected ought to have been admitted.

Kelly, C.B., Channell and Pigott, BB., thought that the case was rightly left to the jury, but that the verdict as to the goblet was wrong. Kelly, C.B., delivered a long judgment, in which he said that "if this were a Court of Error I should not hesitate to declare my opinion to be that a judge is in no case entitled to withdraw the question of necessaries from a jury, but I do not feel myself at liberty, sitting here, to over-rule the cases of *Brooker* v. *Scott*( 11 M. & N. 67), and *Bryant* v. *Richardson* (14 W. R. Ex. 401)."

The result of the judgments was that the rule was made absolute for reducing the verdict by £15 15s., the price of the goblet, and discharged as to the residue, and if the defendant thought fit to accept it, the rule to be made absolute for a new trial, but upon payment of costs.

It is unfortunate that so much difference of opinion should exist upon points like these, which are of so much importance in cases of this kind. The opinion of Bramwell, B., on both the questions on which the Court differed seems to be more in accordance with former authorities than that of Kelly, C.B. In *Brooker* v. *Scott* it was held that dinners, confectionery, &c., supplied to an undergraduate at one of the universities were not *primâ facie* necessaries, and, unless special circumstances are shown, there ought in such cases to be a non-suit. In *Bryant* v. *Richardson* the plaintiff made a claim against an infant for the price of cigars and tobacco supplied; the jury found a verdict for the plaintiff, and the Court granted a new trial, Pollock, C.B., saying, "I rather think that the case might have been withdrawn from the jury altogether;" and Martin, B.: "I am directed by my brother Bramwell to say that he thinks that he ought not to have allowed the case to go to the jury, and I agree with him." Pigott, B.: "If there be any evidence that the things are necessaries no doubt it must go to the jury, but here there was none." In *Wharton* v. *Mackenzie*, 5 Q. B. 606, an action against an undergraduate for supplies of confectionery, &c., Lord Denman said, whatever was furnished for the entertainments given by the defendant to his acquaintance was not proved by the plaintiff to be necessary, and was indeed proved not to be so, *and so far the question was purely one of law.*" Coleridge, J., in the same case says, "Suppose the son of the richest man in the kingdom to have been supplied with diamonds and racehorses, the judge ought to tell the jury that such articles *cannot possibly be necessaries.*" There seems therefore to be ample authority for the view of Baron Bramwell that in some cases the question of necessaries or not necessaries is one purely of law, and therefore to be decided by the judge only, who ought to nonsuit if his decision is adverse to the plaintiff. Pigott, B., appeared to feel the force of the difficulty caused, by the decision that a judge cannot nonsuit in these cases. He says, "It seems an anomaly to say that a judge may not withdraw the matter entirely from the jury, and yet that the Court may review their finding. Still on the authorities such seems to be the case."

On the other point as to the rejection of the evidence, there is also authority for the opinion that such evidence, ought to have been admitted. In *Bainbridge* v. *Pickering* (2 Wm. Bla. 1325) it was held that if an infant resides with his parent who provides proper apparel "so that the child is not left destitute of clothes or other real necessaries of life, the child cannot bind herself to a stranger even for what might otherwise be allowed as necessaries." So Alderson, B., in *Burghart* v. *Angerstein* (6 C. & P. 690), says—"If the defendant had had ten pairs of trowsers from another tailor, and just after the tailor supplied him with another pair, that other pair would not be necessary, and the plaintiff would not be entitled to be paid for it. . . . If a minor is supplied, no matter from what quarter, with necessaries suitable to his estate and degree, a tradesman cannot recover for any further supply made to the minor just after."

The judgment of the majority of the Court in *Ryder* v. *Wombwell* appears to conflict somewhat with former decisions, and as the Court were not unanimous, and Channell and Pigott, BB., although agreeing with the conclusions of Kelly, C.B., did not join in his reasons, it cannot be said that this case can be looked upon at present as a satisfactory authority for the future.

## REVIEWS.

*A Practical Treatise on the Statutes of Limitation in England and Ireland.* By J. George V. Darby, of Lincoln's-inn, and Frederick Albert Bosanquet, of the Inner Temple, Barristers-at-Law. London: William Maxwell & Son.

It is a little singular that no complete treatise on the Statutes of Limitation should have hitherto been compiled, for, with the exception, of course, of its incidental treatment in the works of Lord St. Leonards, of Messrs. Shelford and Chitty, and in other books, there has been on collection of the learning on this important subject. With respect to the operation of the statutes in equitable matters, the want of a text-book has been particularly pressing. Under these circumstances it is unnecessary to say that a text-book amounting to a complete treatise on the Statutes of Limitation, and a collection of the decisions on the subject, must necessarily, if well executed, prove a great boon to the profession. The present treatise divides the subject into eight headings, viz.:—1. Simple contracts and torts. 2. Specialties. 3. Recovery of money charged on land. 4. Doctrines of equity on the Statutes of Limitation. 5. Limitations of rights to real property. 6. Penal actions. 7. Rights of the Crown and proceedings in Crown practice. 8. Pleadings and process. A concluding chapter also gives an account of the miscellaneous limitations subsisting under various Acts, as affecting constables, magistrates, &c., or matters relating to highways, church rates, turnpikes, &c.; and at the end of the volume the statutes are given, in smaller print, in an appendix. The contents of the several parts are conveniently arranged in chapters; the chapters in the first three parts follow pretty nearly a uniform course of heading, there being a separate chapter in each part to each of the following topics:—When time begins to run—Disabilities—Acknowledgments—Part payments—and Payments of interest. In the fifth part, which treats of real property, the number of chapters is naturally very much larger. As a well compiled and handy book, treating of a subject with which every practitioner is, perhaps, daily concerned, and which has been heretofore singularly neglected by law writers and compilers, this work cannot fail to prove very acceptable to lawyers of every degree. In the chapter on acknowledgments (part, simple contracts) five pages are very handily and usefully occupied by a collection, in double column, of the cases on written acknowledgments; thus in one column we have a collection of phrases which have been held sufficient to take a case out of the statute, the other column containing a similar collection of phrases which have been held insufficient.

At page 17 we find the following passage:—"When time has once begun to run it will continue to do so, even should subsequent events occur which render it an impossibility that an action should be brought. This rule holds good alike of all the Statutes of Limitation." A quantity of cases are cited in support of this view, including *Rhodes* v. *Smethurst*, 4 M. & W. 42, in which Lord Abinger delivered himself of a strong *obiter dictum* to that effect, and *Doe d. Durouré* v. *Jones*, 4 T. R. 208, in which Lord Kenyon uttered another; and the old case of *Prideaux* v. *Webber*, 1 Lev. 31,

is also referred to. With the exception of the old case in Levinz, there has never, so far as we are aware, been any direct decision upon this question; and yet there has been an unmistakeable belief handed down from judge to judge in all the courts, that the operation of the statute cannot be suspended after it has once begun to run. The topic is one of interest in consequence of the singular decision in *Seagram* v. *Knight*, 15 W. R. 1152, in which Lord Chelmsford held that the operation of the statute *can* be so suspended. *Seagram* v. *Knight* is not noticed in the present work, except as a case before the Master of the Rolls, in whose decision the point respecting the suspension of the statute is not touched. Lord Chelmsford's decision was, however, reported in the *Weekly Reporter* some while before the publication of the work. In America it has grown to be an established doctrine that the operation of the statute, once commenced, is capable of being suspended; but Lord Chelmsford's decision was undoubtedly counter to the *opinion* which has been held by all the English Courts. His decision was delivered under rather peculiar circumstances, and was fully discussed in our columns (*supra* p. 93).

This work on the Statutes of Limitation fills a blank which had long existed in all law libraries, and the portion which treats of the statutes with reference to equitable matters is particularly acceptable.

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*A Practical Handy-book of Elementary Law, Designed for the use of Articled Clerks, with a Course of Study and Hints on Reading for the Intermediate and Final Examinations.* By M. S. MOSELY, Solicitor, Clifford's Inn Prizeman, Michaelmas Term, 1867. London: Butterworths.

Many a law student has found, on being turned loose in the chambers or office of his master, that his first few weeks or months there are almost thrown away for want of preparation. He knows nothing of law; everything around him is strange, and until he has acquired a little acquaintance with legal rudiments, the practice by which he is surrounded, instead of instructing him, simply conveys no idea whatever to his mind. A bar student who enters the chambers of a conveyancer, without having read his "Williams on Real Property," might as well be anywhere else, until he has read enough to enable him to understand conveyancing practice; and *mutatis mutandis*, the same applies to the embryo solicitor. Mr. Mosely's little book might be placed with advantage in the hands of students about to enter a solicitor's office. It will tell them many things, simple enough, no doubt, but still things of which they will in most cases be ignorant, and for want of knowing which they might otherwise lose much time; and will afford them useful directions as to a course of reading.

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*A Treatise on the Law, Privileges, Proceedings, and Usage of Parliament.* By Sir THOMAS ERSKINE MAY, K.C.B., of the Middle Temple, Barrister-at-Law, Clerk Assistant to the House of Commons. Sixth Edition. London: Butterworths. 1868.

Perhaps no work has achieved a greater reputation among lawyers than "May's Parliamentary Practice." Since the first publication in 1844 a succession of editions has been called for, and now, after an interval of four years since the issue of the fifth, a sixth edition has been found necessary. That the work has been a great boon to the profession is shown by the demand which the profession has made for it, and when we consider that in the editions current from time to time are to be found, well arranged and readily accessible, full and accurate accounts of the whole practice, procedure, and usages of both Houses of Parliament, it is not surprising that the work should have been so popular. In the case of text books dealing with technical branches of law, which are always liable to undergo radical changes, effected either by legislation or by the current of judicial decision, it is, in our opinion, questionable whether the propagation of successive new editions is an advantage to the profession, and we incline to believe that the labour bestowed upon such editions would be devoted to better advantage in the construction of an entirely new work, unfettered by the arrangement of a work compiled when the law was far different. To a work like the present such considerations as this do not apply. The practice and usages of our Houses of Parliament have not of late years undergone such changes as those which have affected many branches of law. Such alterations as from time to time have taken place have been in matters of detail, or when light has been thrown upon the subject by a decision, or a ruling upon some new point. Therefore, when, as in the present case, a good and convenient plan has been originally contrived upon, it is very convenient to be supplied with a new edition of an old friend.

The alterations and additions which have been made in the present edition comprise all the latest orders (including many of the present session) concerning committees and bills, and a great quantity of precedents, all very neatly and conveniently worked into the body of the treatise. A part of the chapter relating to controverted elections has been omitted, in expectation, as the prefaee informs us, "of considerable changes of jurisdiction and procedure" in these matters.

The work is too well known to need the repetition of any description of its scope, and we will therefore merely add that it is extremely useful to the parliamentary lawyer, in fact, the only work in which he can obtain every information on matters of practice, and is, moreover, a work from which the lay reader may learn very much as to the history and constitution of English parliamentary government.

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*A Practical Manual of Shipping Law.* By WM. A. OLIVER, Solicitor. London: James Murray & Sons, George Routledge & Sons.

This book is intended for the use of ship captains, and is a compendious exposition of the laws affecting them, as well as the owners of merchant ships and the consignors and consignees of cargoes. The book will be found more useful to such non-legal readers than to professional men, inasmuch as it contains merely statements of what the law is, without any reference to the cases on which these statements are founded, the author considering, as he tells us in his preface, that such references would be of little value to the class of readers for whom his book is written. To such people it will no doubt be found very useful, as it is short, clear, and practical. We have only one fault to find with the author's treatment of his subject, and that is this, in his endeavour to confine himself to the practical, we think he has ignored too much the principles on which the duties and undertakings of which he treats are founded. He has assumed either that the ship captains whom he is addressing are well aware of the nature of the obligations into which they enter, or else that it is unnecessary for the practical conduct of their business that they should understand it. Take, for example, the chapter on bills of lading; the practical directions contained in it are excellent, but it hardly goes back sufficiently to first principles, and does not explain clearly enough what a bill of lading actually is. It begins by saying that "the bill of lading is the evidence of the goods having been supplied under the contract;" so it no doubt is; but it is also much more than this; as, for example, by indorsement it becomes evidence of a change of property in the goods. We should like to have seen Mr. Oliver define more clearly what a bill of lading is, who are the parties to it, and what it is intended to effect. It may be that to many readers such particularity would be superfluous; but it must be remembered that clear definitions even of almost self-evident things are sometimes necessary, not for the explanation of the things themselves, but in order to elucidate the deductions that are afterwards made from them. In a book like the present, if the form, nature, and object of instruments like charter-parties and bills of lading are once clearly defined, the decisions which have been arrived at as to their operation and effect immediately recommend themselves to the mind, and the reason of those decisions being made obvious, they cease to be mere dry maxims, necessary, indeed, to be obeyed, but often appearing irrational and without principle to those who are intended to be bound by them. Other writers have composed text-books intended for as practical uses as the work of Mr. Oliver, yet they have not considered the method we have recommended as superfluous. Mr. Justice Byles' work on Bills, for instance, was intended for the use of mercantile men, more even than for lawyers, yet the author has not omitted to define accurately what a bill of exchange is, nor to explain carefully even such terms as drawer, payee, and indorsee.

These are the objections which we have felt it right to make to the book before us, but we do not make them disparagingly, or with any wish to detract from the real merits of the work; we throw them out as suggestions for increasing its usefulness, should Mr. Oliver be induced at any time, as we hope he will, to favour the public with a second edition.

## COURTS.

### COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c. disposed of in Court in the week ending Thursday, May 28, 1868.

| L. C. | | L. J. | | M. R. | | V. C. S. | | V. C. M. | | V. C. G. | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| AP. | AP. M. | AP. | AP. M. | C. | P. | C. | P. | C. | P. | C. | P. |
| | 1 | 5 | 10 | 10 | | 15 | 15 | 10 | 24 | 2 | |

LORDS JUSTICES.

May 25.—*Faithfull* v. *The London, Brighton, and South Coast Railway Company.*

This was an appeal from the Master of the Rolls. The suit was instituted by Mr. George Faithfull, the late solicitor of the above company, for the purpose of restraining the company from proceeding before Mr. Frere, the taxing master of the House of Commons, with the taxation of 16 bills of costs against the company, delivered by the plaintiff and his partner, Mr. Coode. The plaintiff alleged that an agreement had been made in 1848 between Messrs. George and Henry Faithfull (the predecessors of Messrs. Faithfull and Coode), who were then the company's solicitors, that the solicitors' charges for Parliamentary and certain other business should be taxed or moderated and settled and approved by the law auditor of the company, who was an officer appointed and paid by the company, and that such agreement was carried out and acted upon from the time it was made until Messrs. Faithfull and Coode ceased to be the solicitors of the company. Mr. Dax, formerly a master of the Court of Exchequer, was appointed in the first instance the law auditor of the company, and on his death, in 1853, his son, Mr. R. G. Dax, was appointed his successor. From the evidence of the company's secretary it appeared that the appointment of the late Mr. Dax was made in this way. A letter was written to him in October, 1848, by the secretary of the company, in which he stated that the directors "have desired me to ask whether you can undertake, and, if so, upon what terms, to examine the solicitors' accounts delivered to this company, and to advise the directors as to the proper charges to be paid by them." Mr. Dax accepted this offer at a salary of £200 a year, which was some years afterwards reduced to £50 a year, on the ground that Mr. Dax's labours were considerably lightened by the appointment by the company of a law clerk. The bills of costs in question in this suit related to proceedings in Parliament, in the session of 1866. They amounted altogether to the sum of £42,221 8s. 4d., and were delivered to the company on the 5th of February, 1867. They were at once forwarded to Mr. R. G. Dax, and were returned by him on the 27th of September, 1867, certified by him, he having reduced the amount to £39,706 1s. 1d. The company had already paid £20,000 on account, and on the 31st of October, 1867, they paid a further sum of £10,000 on account. The plaintiff pressed for payment of the balance, and ultimately was informed by Messrs. Baxter, Rose, & Norton, the present solicitors of the company, that the directors had instructed them to refer the bills for taxation to the authorised official taxing-master. An appointment was made for the purpose before Mr. Frere. Ultimately the bill in this suit was filed, praying a declaration that the alleged agreement was valid and binding, and ought to be performed, and that the bills of costs taxed by Mr. R. G. Dax ought not to be further taxed, and for an injunction to restrain the company from proceeding with the taxation. An injunction was moved for before the Master of the Rolls, and was on the 19th of March last refused by his Lordship. The plaintiff appealed from this decision.

*Baggallay*, Q.C., and *J. H. Taylor*, for the appellant; *Jessel*, Q.C., and *Fry*, *contra*, were not called upon.

WOOD, L.J., said the whole matter stood upon this—whether there was any agreement on the part of the company to accept as final the award of Mr. Dax. He was far from thinking that any such agreement had been established. The letter sent by the company to Mr. Dax, and his reply, showed clearly what the nature of his appointment was—viz., that he should investigate the accounts of the solicitors of the company, and advise the directors as to the charges proper to be paid by them, not that he should act as arbitrator between the parties. The solicitors had never in any way submitted to be bound by the decision of Mr. Dax; his decision had never previously been questioned by either side, simply because the company and their solicitors had never before been placed in a hostile position. All that was now asked was to stay the proceedings on the taxation, and if the plaintiff should succeed in making out a better case at the hearing of the cause he would not be damaged by the continuance of those proceedings, except so far as regarded the costs incurred therein. This appeal must be dismissed with costs.

SELWYN, L.J., said that, in his judgment, the appeal was destitute of any reasonable foundation. The burden lay on the plaintiff to establish that the company had deprived themselves of a right possessed by every subject of the realm. This he had wholly failed to do, and the appeal must be dismissed with costs.

### COURT OF QUEEN'S BENCH.

(In Banco, before the LORD CHIEF JUSTICE, and BLACKBURN, MELLOR, and LUSH, JJ.)

May 25.—*The Queen* v. *The Chamberlain of London; Ex parte Malcolm Kerr, in the matter of fees in the City Court.*

This was an application to compel the Corporation of London to pay to Mr. Malcolm Kerr, Judge of the Sheriffs' Court, the Small Debts Court of the city, about half of the fees received in that court under the new jurisdiction conferred by the County Courts Act, 1867. Mr. Kerr was appointed in 1859, at a salary of £1,200 a year. In 1865 £300 a year was added under the Act of that year, imposing new duties by reason of a new jurisdiction, and he now applied for a corresponding increase under the Act of 1867, in consequence of the additional work thereby thrust upon him. The application was vested upon a provision in the Act of 1867 that the fees should be applied as those under the Act of 1852, under which about half were to go to the judge, unless there was a salary in substitution.

*Coleridge*, Q.C., for Mr. Kerr, accordingly moved for a *mandamus* to the Chamberlain as treasurer of the corporation, directing him to pay Mr. Kerr that portion of the fees; and

THE COURT, after some discussion, granted a rule *nisi*, observing that there was sufficient doubt to make it a fit question to be argued.

Rule *nisi*.

May 28.—*In re Robert Raby Hill, an Attorney.*

In this case a rule had been obtained at the instance of the incorporated Law Society, calling upon Mr. Hill, an attorney of this court, to answer the matters of an affidavit. It appeared that in 1865 Mr. Hill, who was an admitted attorney, was clerk to Messrs. Hargrove, Fowler, & Blunt, solicitors. He shortly after left them, and commenced business on his own account. After he had left Messrs. Hargrove & Co., they discovered that Mr. Hill had received on their account, whilst in their employment, the sum of £85 from a client in the settlement of a purchase, which he applied to his own use. There was also another small sum of £6 or £7, county courts costs, which he omitted to account for.

*Murray*, on behalf of the Incorporated Law Society, now moved to make the rule absolute.

*Holl*, on the part of Mr. Hill, said he had thrown himself on the merciful consideration of the Court. As soon as the matter was discovered he called upon Messrs. Hargrove, and the money had been since repaid. Mr. Hill was not at the time he appropriated the money to his own use acting in his character as an attorney, and he stated that his reason for taking the money and his inability to repay the amount earlier arose from the large family he had to support as well as his aged parents. When written to he immediately attended at Messrs. Hargrove & Co.'s office, admitted his misconduct and his anxiety to atone for it as far he could by the immediate repayment of the money. During the three years he had been in practice on his own account it was not suggested that he had been guilty of any misconduct of any kind, and he prayed the Court to be lenient to him. He had also filed affidavits from Messrs. Hargrove & Co., and the gentleman with whom he had been in partnership speaking

of him in highly favourable terms in other respects. The money had been repaid.

The COURT said it was one of those cases that did not call upon them to go to the extreme, and strike Mr. Hill off the rolls, but at the same time it was such that it could not be passed over without punishment. If Mr. Hill had not been admitted, and these facts had come to the knowledge of the Court, they would have suspended his passing for a considerable time, and, acting on that principle, the least the Court could direct was that Mr. Hill should be suspended from practising as an attorney for twelve months.

## COURT OF COMMON PLEAS.

(In Banco, before BOVILL, C.J., and WILLES, and SMITH, JJ.)

May 22.—*Re Francis Hartley, an Attorney.*

In this case *Pope* showed cause against a rule calling on an attorney at Burnley to answer the matters in certain affidavits imputing to him that, as attorney in a certain action, he had improperly charged his client, one Singleton, with £7 13s. which his client had paid. The affidavits in answer explained that the amount had been credited in another payment, and, moreover, showed that Singleton was made aware of the mistake that had been made in November last.

*Forbes* in support of the rule.

BOVILL, C.J., said the explanations of the attorney were satisfactory, and the rule ought to be discharged. It also clearly appeared that attention had been called to the mistake made which was relied on in November last, and in February last by the attorney, and if that explanation had been given when the rule was asked for it would not have been granted. It was a very serious matter to make charges against attorneys, and those who made them should be careful on what grounds they made them. In the present case the whole matter had been satisfactorily explained to the applicant before his application for the rule; the rule must, therefore, be discharged with costs.

Rule discharged.

## COUNTY COURTS.

### LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

May 19.—*Clarke* v. *Wren.*

*Payment of instalments under deed of composition.*

The plaintiff claimed the sum of £7 1s. 9d., and the defendant pleaded the execution of a deed of composition and also that the amount due under the deed had been tendered and refused, and was thereupon paid into court in full satisfaction of the claim, without costs.

Mr. A Moss, for the plaintiff, denied that a legal tender had been made, and alleged that if in other respects the tender was legal it was not made in reasonable time. With reference to the first plea, a clerk to the Messrs. Chester, solicitors, was called. He said he had not had notice of the deed of composition when the tender of 5s. in the pound was made to him. With reference to the second plea it was shown that the composition was to be paid by three instalments, and instead of the instalments being tendered as they became due the whole was tendered after the third was due, but before process issued. Mr. Moss contended that this tender of the three instalments in one sum, after the first became due, was not a tender in reasonable time.

Mr. PITT TAYLOR said the tender having been made to plaintiff's attorney's clerk, it must be taken to have been made legally, although he knew nothing of the deed of composition. And as to reasonable time it was sufficient that the tender was made before action brought. The judgment must, therefore, be for the defendant.

### IPSWICH.

(Before J. WORLLEDGE, Esq., Judge.)

May 20.—*H. Clarke and Co. (Limited), boot manufacturers, (Ipswich)* v. *Hazelby, bootmaker, (Abergavenny).*

On this case being called, Mr. Grimsey, as the Deputy-Registrar, told his Honour this was the first case that had come before the Court under section 2 of the Act of 1867, and that defendant had sent notice of intention to defend.

Mr. Frost appeared for the plaintiffs, but no appearance was made for the defendant.

After looking at the section and the summons, &c., his HONOUR said that the matter must be proceeded with in the usual manner if the plaintiffs sought an order of the Court.

After opening the plaintiffs' case Mr. Frost called

George Robert Harvey, in the employ of Messrs. Clarke and Co., who said: On the 28th of February, 1867, a letter was received here from plaintiffs' traveller, to the effect that he had received an order from defendant for boots and shoes, as named in the particulars of demand, to be sent to the defendant. The plaintiffs wrote to defendant that they must have a remittance before executing the order, and an invoice of the goods was sent to the defendant, and in answer a post-office order for £8 was received by the plaintiffs, in and payable at Ipswich, in part payment, and the goods were then sent off. The plaintiffs paid the carriage as far as London, and the defendant the rest of the journey. Statements of the account were sent from time to time, and letters were received here promising payment of the balance.

His HONOUR gave judgment for the plaintiffs. He thought the payment and the letters which had been received might be taken as a ratification of the order, and an assent to an account stated within the district.

## THE SUMMER ASSIZES.

The Judges on Thursday made the following arrangements for the forthcoming assizes:—

*Norfolk Circuit.*—The Lord Chief Justice and Mr. Justice Keating.

*North Wales.*—Lord Chief Justice Bovill.

*Northern.*—The Lord Chief Baron and Mr. Justice Hannen.

*Home.*—Mr. Baron Martin and Mr. Justice Willes.

*Midland.*—Mr. Baron Bramwell and Mr. Justice Lush.

*Western.*—Mr. Baron Channell and Mr. Justice Mellor.

*Oxford.*—Mr. Baron Pigott and Mr. Justice Byles.

*South Wales.*—Mr. Justice Smith.

Mr. Justice Blackburn will remain in town.

## GENERAL CORRESPONDENCE.

### EXPENSES OF MEDICAL WITNESS BEFORE A CORONER'S JURY.

Sir,—Can any of your readers who happen also to be coroners, or versed in coroners' law, oblige me with a reply to the following queries:—

1. Is a duly qualified medical man (an L. R. C. P. Edin), who is also the proprietor of a licensed house for the reception of lunatics (as defined by the 8 & 9 Vict. c. 100, section 114), entitled to a fee if *verbally* summoned by a coroner's officer to attend an inquest (at which he is examined) held on the body of a patient dying in his house, and whom, to quote the 6 & 7 Will. 4, c. 89, s. 1, he attended during his last illness; and if so, of what amount, and how is such fee recoverable; and if entitled to a fee, is the coroner justified in refusing such fee on the ground that he examined the medical man as an ordinary and not as a medical witness?

The statutes immediately bearing upon the case are the two Acts above cited, and the 1 Vict. c. 68. In construing section 6 of the 6 & 7, Will. 4, c. 89, it must be borne in mind that the house in question is not an asylum within the meaning of the 8 & 9 Vict. c. 100, but simply a licensed house. *Query*, is it an asylum within the meaning of section 6 of the 6 & 7 Will. 4, c. 89, which contains no interpretation clause?

2. Can the coroner compel the attendance of such medical proprietor except by a summons in writing under 6 & 7 Will. 4, c. 89, sched. A, and if not, would the medical proprietor be justified (unless so summoned) in refusing to attend the inquest?

J. W. S.

### NEW REFORM ACT.

Sir,—I shall feel obliged to any subscriber who will answer the following question, in the next number of this Journal.

*Borough Franchise.*—1. A man and his wife occupy lodgings of £10 value—can he be considered *sole tenant* and qualified to vote? 2. An assistant in a draper's establishment occupies a separate bed-room of £10 value in the establishment; is he a lodger under the New Reform Act?

*County franchise.*—3. Does the enactment to be rated and pay rates apply to an occupier qualified under the old Reform Act.

W. P.

Sir,—Will one of your numerous readers give me an answer to the following question: "*Is there* any law prohibiting the taking of money at the doors of rooms in which a meeting is being held for a charitable object—*e.g.*, at Penny Readings, Flower shows—got up to encourage the poor, &c.?"

HON. SEC.

Sir,—Can any of your readers inform me whether an Irish solicitor, *i.e.*, one admitted originally in the Superior Courts in Dublin, then admitted in New Zealand as a solicitor and barrister in the Supreme Court there, can be admitted to practise as a solicitor or barrister in England. There is an English statute, the 20 & 21 Vict. c. 39, called the "Colonial Attorneys' Relief Act," which seems at first to sanction the admission of Irish solicitors, but in strict construction of the Act it will not do so, or it is thought by the best interpreters here not to do so. Now, there are three things I should like to know.

1st. Whether the above Act has been amended so as clearly to admit Irish solicitors of the class referred to to practice in England.

2nd. Whether New Zealand has come within its operation.

3rd. Whether, if the above Act has been amended as aforesaid, New Zealand comes within its operation.

The above Act is not to take effect with regard to any colony until her Majesty shall, by order in council, have directed it to take effect in respect to such colony.

Wellington, April 6. A SUBSCRIBER.

## PARLIAMENT AND LEGISLATION.

### HOUSE OF LORDS.

May 22.—*The Regulation of Railways Bill* was read a third time.

*The Documentary Evidence Bill* was read a second time.

May 26.—*The Religious Buildings Sites Bill* passed through committee.

May 28.—*The Poor Relief Bill* was considered in committee.

*The Consecration of Churchyards* (1867) *Act Amendment Bill* was read a third time and passed.

*The Documentary Evidence Bill* was reported with amendments.

### HOUSE OF COMMONS.

May 22.—*The Irish Church.*—The second reading of Mr Gladstone's Suspensory Bill was carried by a majority o 312 to 258.

May 25.—In answer to Mr. Bright, Mr. Hardy stated that in the case of the convict Barrett the Lord Chief Justice and Bramwell, B., after carefully re-investigating the case with the fresh evidence, had arrived at the conclusion that there was no ground for suspecting the accuracy of the verdict.

*Durham County Courts.*—Mr. Henderson asked the Secretary to the Treasury why so much time had been wasted and the best season of the year for building purposes allowed to pass away without any progress having been made towards the erection of the new county courts in the city of Durham, Government having purchased and had possession of a site for that purpose several months, and the house where the present courts were held being most inconvenient and entirely unfit for the conduct of public business.

Mr. Sclater-Booth was informed that the purchase of land in the city of Durham was not for the purpose of county courts, but for the construction of offices in connection with the county courts, and the reason why the building was not proceeded with was because the estimate connected with county courts was already very large, and it was thought desirable to give the money to those towns where the accommodation of county courts was wanted. Durham already had a county court well adapted for its purpose.

*The Expenses of Ex-Governor Eyre's Defence.*—Mr. Disraeli, in answer to Col. Jervis, said that in the case of Messrs. Nelson and Brand, the Government had thought it right to defend them as officers who had, in the matter in question, obeyed the commands of a superior officer. With Mr. Eyre the case was different; the Government did not think it necessary to defend him, but to watch the trial, and possibly after the trial they might think it proper to make a proposition to Parliament for the purpose.

The *Scotch Reform Bill* was considered in committee, and Sir L. Palk moved that nothing in the Bill shall reduce the representation of England and Ireland. He maintained that there was a bargain last year that the English scheme of redistribution should be final, and he recommended that the ten seats obtained by Mr. Baxter's instruction should be given to English counties and large towns.

The proviso was rejected by a majority of 262 to 95.

The *Partition Bill* and the *Divorce and Matrimonial Causes Bill* were read a third time and passed.

May 28.—*The Salford and Manchester Courts of Record Bill* passed through committee, and the third reading was fixed for the next day.

*Disfranchisement of English Boroughs.*—Mr. Disraeli stated, in answer to Mr. Yorke, that with regard to the late instructions of the House, empowering the committee on the Scotch Reform Bill to disfranchise ten boroughs, the Government did not propose to do more than disfranchise seven boroughs, which would be selected according to population.

*The Scotch Reform* was considered in committee, and the committee then adjourned till Monday.

*Law of Bankruptcy.*—A bill by Mr. Moffatt to amend the Bankruptcy Act, 1861 (the author explaining that it was confined to one or two practical points), was read a first time.

*Court of Chancery (Ireland), Fee, &c. Fund.*—A bill by Mr. Sclater-Booth, for transferring the fee and other funds of the Courts of Chancery and Exchequer in Ireland to the Consolidated Fund, was read a first time.

*Assignment of Marine Policies.*—A bill by Mr. Candlish, to enable assignees of marine policies to sue thereon in their own names, was read a first time.

## SUGGESTIONS ADDRESSED TO THE JUDICATURE COMMISSION.

The following suggestions have been addressed to the Judicature Commission by solicitors practising in Liverpool.

We respectfully ask the attention of the commissioners to the following suggestions, which embody the results of our experience in the conduct of business.

1. We consider it desirable that a complete amalgamation of the Courts of Law and Equity, Admiralty, Probate, Divorce, and Bankruptcy, should take place.

2. The attempts that have hitherto been made to confer equitable powers on Common Law Courts by equitable pleas, orders for discovery, &c., and to confer common law powers on courts of equity by *viva voce* examination of witnesses in court, and the like, have only partially succeeded; partly it is believed owing to the indisposition of judges and still more of the inferior officers to exercise powers novel to the courts to which they are attached, and partly owing to the complete separation now existing between common law and equity practitioners. It appears to us that any further partial attempts to assimilate the practice would only meet with similarly imperfect success, and that the best and cheapest way for the public would be at the same time to merge all the present courts into one supreme tribunal, and to assimilate the pleading and practice by the creation of a new and uniform system, subject only to such variations as may be required when dealing with suits of different characters.

3. Any extensive change of law or practice will necessarily lead to a great deal of litigation before the meaning of the new system is settled, and it is better for the public to incur that expense once for all, as the price of acquiring a system founded on sound principles, and which it maay therefore be hoped would be permanent, rather than to accept partial and imperfect changes, involving little less cost, and necessarily of a temporary character.

4. We think that the system of pleading in the new tribunal should be uniform—that the pleadings should commence with a plaint, which should contain a plain and succinct statement of the facts on which the plaintiff's claim is founded, and of the remedy he seeks,—that two or more causes of action might be included in the same plaint,—but that more than one count or statement of the same cause of action should not be permitted,—that the defendant's plea might be either to matter of law or fact,—and should in the latter case state plainly the facts on which his defence is founded,—that all facts in the plaint not denied should be deemed to be ad-

mitted,—and that either party should be entitled to require the other to verify his pleadings on oath.

5. We submit that no custom of trade should be allowed to be given in evidence unless expressly pleaded, the pleading being open to amendment at the trial as under the existing practice.

6. We have carefully considered the bearing of such rules as these on the various forms of proceedings at law and in equity, and are of opinion that such a simplification would be equally advantageous to both forms of procedure, and would conduce to the cheap and easy administration of justice.

7. It should also be within the power of the Court to do complete justice in one suit without a cross suit, on sufficient cause being shown in the pleading in all cases in which such relief would now be given upon a cross action or suit.

8. An unliquidated demand, arising out of a breach of express or implied contract, should be allowed to be pleaded by way of set-off to a liquidated demand, subject to the power of the Court or a judge to order the amount of the liquidated demand to be paid into court.

9. If found necessary in practice to separate the classes of cases that now go to law from those that are now dealt with in equity, they might be sent by the Court or a judge to different chambers of the same supreme Court, but we consider that the supposed necessity for such a division of business would, to a great extent, disappear, when the present artificial distinction between suits in equity and actions at law is abolished. For example, all questions of account, all questions of specific performance, and all other questions in which the equitable jurisdiction depends on either the possession of proper subordinate officers to take accounts, or on the form of relief to be administered, would be undistinguishable from purely common law cases.

10. On the question of division of business we wish to record our opinion that the system of having a special judge devoted to a special class of cases, as is now practised in the Courts of Admiralty, Probate, &c., is undesirable and should be abolished.

11. In the trial of cases of collision, and other cases requiring for their correct understanding some amount of nautical or other technical knowledge, the judge might be assisted by skilful persons.

12. The mode of taking evidence might be left to be determined by the plaintiff, subject to order of the Court or a judge, and the modes practised either at common law or in equity might (subject as aforesaid) be adopted at pleasure. Experience would probably lead to some classification of business, which would in ordinary cases govern the most suitable mode of taking evidence, but, as a rule, it would probably be found desirable to allow either party, except when the expense would be palpably and needlessly increased by so doing, to require the evidence to be taken *viva voce* in court.

13. The powers of discovery possessed by the Courts of Common Law and Admiralty, and those possessed by Courts of Equity, would, if the proposed amalgamation were adopted, have to be assimilated, which would, we believe, be beneficial to both classes of business, as it would increase the present imperfect powers of the Common Law and Admiralty tribunals, and confine interrogatories and answers in chancery to their proper sphere of discovery, and deprive them of their present mixed character of pleading and evidence. All the ends of an answer in chancery as a pleading would, it is believed, be answered by the plea above suggested when verified on oath.

14. The benefit of having all matters dealt with by one set of judges, one set of practitioners, and what is perhaps not less important, one set of officers of the court, would, it is believed, be signally felt in such a question as that of discovery.

15. For the sake of relief as well as of discovery, it should be permitted to a plaintiff to join more than one defendant or set of defendants in different interests, as is now practised in equity.

16. Whilst the subject of discovery is under the attention of the commissioners, we respectfully request their consideration of the question, whether the present rule of not allowing a party to contradict his own witness should not be abolished, or largely modified. Discovery cannot now be safely sought in open court by the cheap and simple mode of examining a hostile party as a witness *viva voce*, but the more expensive and tedious, and at the same time less effective mode, of examining on interrogatories must be resorted to.

17. The present system of taking accounts in chancery is, we submit, open to improvement. Accounts should in all cases be taken by an accountant appointed by the court and not by a lawyer, and the items vouched in the way ordinarily practised by accountants, leaving the litigant parties, in cases of real dispute of law or facts, to require proof on oath of disputed items, or the reference of disputed points of law to a legal officer of the court.

18. We further submit that one of the most important improvements in the practice of the law would be the institution of district registries of the supreme court in all the great centres of population and business. The county of Lancaster possesses its own Court of Chancery and its own Court of Common Pleas. The former has for some time had district registries in Liverpool and Manchester, which transact a large amount of business; and the solicitors of Liverpool have applied for the establishment of similar registries of the Court of Common Pleas of the county, but hitherto without success. Various commercial bodies of the town have also long urged the want of a local admiralty registry. There can be no doubt that when all the courts are consolidated, a district registry at Liverpool, combining the business at present transacted not only in the three courts above mentioned, but also of that of the Probate and Divorce Court, would have ample business to employ a full staff of officers.

19. The policy of recent legislation has been to throw all new business into the county courts. We are of opinion that such a course of legislation is undesirable. The county courts were a substitute for the old courts of requests, and were established in pursuance of an urgent public necessity for some cheap and ready means for the recovery of the smallest class of debts. That purpose they have answered extremely well, but neither the forms of practice, nor the habits formed by dealing with cases of that description, are suited for a higher class of business. The class of cases under £5 are almost exclusively tradesmen's accounts due from the poorer classes, merely requiring a prompt and cheap remedy, only an extremely small minority of them involving any dispute whatever, whether of law or fact. The cases above £5 to £20 or £50, though including a very much larger proportion of disputed questions of law or fact, no doubt still include a large number in which there is no *bona fide* dispute, but in which the remedy only is wanted, but in such cases it is questionable whether the county court is cheaper in practice than the superior courts, or more prompt than the superior courts might be made. That it is not cheaper has been of late practically acknowledged by the judges of two at least of the superior courts of common law, who have been making orders for costs in cases under £20, on the ground of the costs having not been greater than if the cases had been taken to a county court. It is also clear that for plaintiffs the superior courts, whose process runs all over England and Wales, without reference to the residence of the parties, or the place where the cause of action accrued, present many advantages over the county courts. Even if it should be decided to retain the present jurisdiction of the county courts, we strongly deprecate the further extension of such jurisdiction, and believe that the conferring of co-ordinate powers on the supreme court with districts registries and frequent opportunities for trial, would show that it could compete successfully even with those favoured tribunals.

20. The supreme court with district registries would supersede local courts of record, such as the Liverpool Court of Passage, as well as the Court of Common Pleas at Lancashire, provided equally frequent opportunities for trial were given. It would be necessary however to introduce graduated scales of costs, and some pains must be taken to classify the business according to the amounts in dispute, and some provision for the trial of small cases before an inferior officer. The court should also, we submit, possess a wider discretion as to costs than is now possessed by courts of common law.

21. The equity business at present transacted by the Court of Chancery of the County Palatine of Lancaster would without difficulty pass into the supreme court, if the supreme court had district registries—and the advantage of conducting a case before the supreme court with all accounts taken in the country would be very great. When one only of the parties is resident in the district of the district registry the Court should of course have a discretionary jurisdiction to remove the case to the London registry.

22. With reference to the admiralty business of the supreme court, it is believed that the advantage of district registries would be still more strongly felt, and it is submitted that the registrar should, in cases now the province of admiralty, have an extensive and summary jurisdiction in matters of small amount. The following cases should, it is submitted, be within the jurisdiction of the chief registrar of the district, subject to an appeal to the court on points of law, viz.:—

All cases of seamen's wages.
All claims of towage.
Claims for salvage or collision under £200.
Claims for freight and demurrage under £100.
Claims for damage to goods or short delivery of goods under £100.
Claims for Necessaries under £100.
All other suits in which the property or amount in dispute does not exceed £100.

And no suits in the court or before any other tribunal should be allowed in cases were the registrar has jurisdiction.

23. Provisions of this kind would, it is believed, answer the want which has, from time to time, given rise to the demand put forth by the mercantile community for tribunals of commerce; and when these prompt remedies are given, there will no longer be any ground for maintaining the power of arresting a British-owned ship at the commencement of every suit over which the Admiralty Court has jurisdiction, which is no more defensible than the old system of commencing every action at law by arresting the defendant, and forcing him to put in special bail. The remedy *in rem* should of course still be preserved; and with regard to foreign ships a very prompt power of arrest should be possessed, with the like power of arresting a British ship about to depart, as is now possessed in case of an absconding debtor.

24. In connection with this part of the subject may be named an injustice to which British, or rather English and Irish merchants (for the Scotch law is different), suffer in the defective powers which the English law gives for attaching the property of defendants residing abroad. An English merchant with goods or debts abroad, is liable to be brought into a foreign court by a creditor, and his property attached as security, but he has no correlative power over the assets of his own debtor in this country. This should, we think, be amended by extension of the practice of foreign attachment to all parts of the country.

25. It is obvious that if the changes here proposed were carried out, the result would be to localise legal business to a very large extent; and it may be safely alleged that the business of the supreme court, combining legal, equitable, admiralty, probate, divorce, and bankruptcy jurisdiction, would be more than sufficient to keep one judge in constant session in Liverpool alone. It is not, however, desirable that the business should be transacted in that mode, as the principle of local judges is in our judgment objectionable. What is preferable is a system of circuits, by which some of the judges of the supreme court should be constantly (except in vacation) on circuit in the provinces. It is not necessary here to work out the details of such a scheme, or to calculate the amount of time that would be consumed by local business in each district. These points do not present any serious practical difficulty, and would readily be settled when the circuits are determined.

26. In conclusion we would state that throughout this paper, when we speak of our own town or our own country, we do so by way of example only, and not as claiming any exceptional treatment for ourselves, deeming that our testimony will be of most weight as to the wants of our own locality with which we must necessarily be best acquainted; and considering that the wants of our own locality and the appropriate remedies for such wants, if good and desirable for Liverpool and Lancashire, would be likewise good and desirable for the rest of England and Wales. The wants of an inland town are of course somewhat different from those of a seaport town, and those of a rural district from those of a densely populated city, but if the scheme sketched out in this statement is adopted, there would, we believe, be few county towns which would not find business for more than one chief registrar of the supreme court, and in places like Liverpool, Manchester, Birmingham, Leeds, Bristol, Hull, &c., no one registrar could possibly transact all the business of the amalgamated court. At present the local business we propose should be absorbed into the supreme court occupies five registrars at Liverpool, namely one registrar of the Court of Probate, two of the Court of Bankruptcy, one of the Court of Chancery of Lancaster, and one of the Liverpool Court of Passage, with a staff of clerks for each court.

JOHN YATES (Yates & Martin).
JAMES THORNELY (Lowndes, Thornely, & Archer).
E. HARVEY (Harvey, Jevons, & Ryley).
A. T. SQUAREY (Dock Solicitor, late Duncan, Squarey, & Co.).
J. E. GRAY HILL (Duncan, Squarey, & Co.).
GEO. R. ROGERSON (Peacock, Rogerson, & Cooper).
W. T. PEARS (Eden, Stanistreet, Pears, & Logan).
D. O. C. FRENCH.
GEORGE NORRIS (Norris & Sons).
T. E. PAGET.
WILLIAM A. JEVONS (Harvey, Jevons, & Ryley).
C. E. BRETHERTON (Bretherton & Co.).
SAMUEL P. BRABNER.
C. H. LOCKETT.
JAMES BANNER NEWTON (Lace, Banner, & Co.).
J. P. HARRIS.
CHARLES MARTIN (Yates & Martin).
PALGRAVE SIMPSON (Simpson & North).
THOMAS C. RYLEY (Harvey, Jevons, & Ryley).
GEO. CARTER.
WILL. BARTLETT (Atkinson, Bartlett, & Atkinson).
HENRY L. GREGORY (John & Henry Gregory).
F. ARCHER (Lowndes & Company).
WILL. WARING.
MAURICE J. HORE.
JOHN P. ROBINSON (Bateson, Robinson, & Morris).
R. NORRIS (Norris & Sons).
ALF. SIMPSON SAMUELL.
THOMAS GOFFEY.
J. OLIVER JONES (Richardson, O. Jones, & Billson).
HUGH QUINN (J. & H. Quinn).
WM. CLARE (W. & A. Clare).
R. STEINFORTH (Bretherton, Steinforth, & Bretherton).
JNO. LYNCH (Teebay & Lynch).
WILFRED BUSHBY (Lace, Banner, & Co.).
AMBROSE LACE (Lace & Co.).
CLARKE ASPINALL (Attorney-at-Law, Coroner of Liverpool).
EDWD. BIRD (Aspinall & Bird, Solicitors, Liverpool).
T. MARTIN (T. & T. Martin).
GEO. MASON.
FREDERIC NORTH (Simpson & North).
JNO. C. GROCOTT.
W. HY. ANTHONY.
RICHD. TEEBAY (Teebay & Lynch).
WILL. CARRUTHERS (Toulmin & Carruthers).
WM. FRANCIS (Francis & Almond).
WILL. FOSTER (Foster & Son).
JOHN QUINN (J. & H. Quinn).
ROGER BAXTER.
ARTHUR H. MORECROFT (W. & A. Morecroft).
W. BARRELL.
JOSEPH BRADLEY.
WM. L. BANKS.

## SOCIETIES AND INSTITUTIONS.

### LAW ASSOCIATION FOR THE BENEFIT OF WIDOWS AND FAMILIES OF PROFESSIONAL MEN.

The annual general court of the Law Association for the Benefit of Widows and Families of Professional Men in the metropolis and vicinity was held on Thursday in the hall of the Incorporated Law Society. Mr. L. Desborough was the chairman. The 51st report, which was adopted, stated that during the past twelve months thirty-two cases of the primary class had been relieved by the distribution amongst them of £1,355. The only new case of the primary class brought before the board was that of a son of a deceased member, who, being in distressed circumstances with a large family, arising from losses in business, received a donation of £20. As regarded the secondary class, £150 voted at the last annual general court far the benefit of widows and families of non-members, had been distributed amongst twenty-one cases, in sums varying in amount. During the year a bequest of £200 free of duty had been made by the late Miss A. M. Pinnald, of Camberwell. The capital stock of the association now consisted of £22,24 11s. 9d. New Three per Cent.

Annuities, £1,363 17s. 7d. Consolidated Three per Cent. Annuities, £684 1s. 8d. Reduced Three per Cent. Annuities, £2,500 Great Indian Peninsular Railway Stock, and £5,470 East Indian Railway Stock, yielding dividends amounting to £1,127 3s. 6d. In addition to the income derived from the dividends on the capital stock, the annual subscriptions of 274 members amounted to £575 8s. The directors suggested that £150 should be entrusted to them to meet applications towards the relief of the widows and family of non-members during the year. After the transaction of the usual routine business, a vote of thanks was passed to the chairman at the termination of the proceedings.

### LAW STUDENTS' DEBATING SOCIETY.

President, Mr. WIDDOWS.

At the Law Institution, on Tuesday last, the following question was discussed:—"Should unmarried women who are not otherwise disqualified be admitted to the franchise?" The debate was opened in the affirmative by Mr. Walter Webb, but the negative side was very strongly supported by several members, and, on a division, the question was carried in that way, but only by a small majority. The number of members present was 25.

## LAW STUDENTS' JOURNAL.

### GENERAL EXAMINATION OF THE INNS OF COURT.

*Trinity Term*, 1868.

General Examination of students of the Inns of Court, held at Lincoln's-inn Hall, on the 19th, 20th, and 21st days of May, 1868.

The Council of Legal Education have awarded to Rooke Pennington, Esq., Inner Temple, a studentship of fifty guineas per annum, to continue for a period of three years; George Sangter Green, Esq., Lincoln's-inn, an exhibition of twenty-five guineas per annum, to continue for a period of three years; George Washington Heywood, Esq., Middle Temple, a certificate of honour of the first class; and to Henry Cooper Abbs, John Brook-Smith, Alexander Barclay Penn Gaskell, Herbert Richard Hodson, James Edward Horne, Thomas Davis Mitchell, and Henry George Tuke, Esqs., Inner Temple; Catchick Wise Arathoon, Edward Bickers, Tom Collins, John Stuart Colquhoun, Frederick Victor Dickins, Henry Edward Vavasœur Durell, John Alexander Jackson, James Baird Moffatt, James Francis Oswald, and Jonas Daniel David Vaughan, Esqs., Middle Temple; William Henry Craig and James Simson, Esqs., Lincoln's-inn; and James Acworth Davies, Robert Jardine, and Henry Keeble, Esqs., Gray's-inn, certificates that they have satisfactorily passed a public examination.

## ADMISSION OF ATTORNEYS.

### NOTICES OF ADMISSION.

*Trinity Term*, 1868, *pursuant to Judges' Orders.*

The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

BOODLE, ALFRED WILLIAM.—William Boodle, Cheltenham.
CHALLINOR, CHAS. EDW. COURTIS.—Charles John Allen, 20, Bedford-row; Edward Challinor, Hanley.
COOPER, WILLIAM.—Thomas Cooper, Congleton.
HARDY, THOMAS WILLIAM.—Peregrine Watson, Bury.
JONES, WILLIAM GAMES.—William Games, Brecon.
MILLER, JULIUS SAMUEL.—James Russell Miller, 68, Fenchurch-street.
PRIDHAM, EDMUND.—George Pridham, Plymouth.
WOODHOUSE, FRANCIS.—Edmund Lewis Hooper, 37, Southampton-buildings.

*Trinity Vacation*, 1868, *pursuant to Judge's Order.*

SAMPSON, JOSEPH.—John Lamb, Manchester.

*Last Day of Trinity Term*, 1868.

AITKENS, ROBERT WEBB.—John Webb, Birmingham.
CAINES, GEORGE JOHN PARRY.—Richard Incledon Bencraft, Barnstaple; Thomas Kennedy, 26, Chancery-lane.
CAMPBELL, BRABAZON.—George Cattell Greenway, Warwick.
DAVIES, WILLIAM HIER.—Richard Wyndham Williams, Cardiff.
FORSTER, GEORGE, Jun.—George Forster, Newcastle-upon-Tyne.
JAMES, EDWARD NUGENT.—James Trower Bullock, Buxton.
JONES, WILLIAM GAMES.—William Games, Brecon.
LEWIS, JOHN VAUGHAN.—John Worsley Phillips, Church Court, Lothbury.
LOWNDES, THOMAS.—William Latham, Sandbach, Chester; John Latham, Sandbach, Chester.
LYNCH, HENRY.—Maurice John Hore, Liverpool.
MASTERS, SAMUEL WHEATLEY.—Alexander Forbes Tweedie, Lincoln's Inn Fields.
MIDDLEWOOD, GEORGE.— Robert Lawson Ford, Leeds.
RHODES, WILLIAM JOHN.—Samuel Younge, Sheffield.
ROLT, DANIEL WALTER.—William Flux, 1, East India Avenue.
SWEETING, EDWARD.—Henry Davis Pool, 9, Lincoln's Inn.
THOMAS LEWIS REES.—Hugh Jones, Carnarvon.
WARD, JAMES LIVESEY.—John Egerton Ward, Congleton.
WARD, John, Jun.—John Ward, Sen., Burslem.
WILLIAMS, DAVID THEODORE.—Edward Scott, Wigan; Edward Scott, Wigan.
WOODCOCK, EDWARD HOLME.—Thomas Part, Wigan.
WORTHINGTON, CHRISTOPHER.—John Egerton Ward, Congleton.
YORATH, WILLIAM GATWARD.—Richard Wyndham Williams, Cardiff.

[*For previous names see ante. p*, 524.]

### NOTICES OF APPLICATION TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES.

13*th June*, 1868.

Arnold, Henry, 17, Burton Crescent, and 32, Sussex-street, Warwick-square.
Bache, William, Churchill, Worcester; and 16, Sudeley-street, Islington.
Broughton, Legh Delves (on 1st June), 7, Barnard's Inn.
Chaffers, Alexander, 7, John-street, Bedford-row; and 2, Little Knightrider-street.
Deverill, George, Nottingham.
Grueber, Charles George, 148, York-road, Lambeth; and Lewisham.
Hoffman, John Wills, 1, Moore-place, Kennington-road; and 12, Hercules-buildings, Lambeth.
Hughes, William Samuel Price, Powick, Worcester; Great Malvern; and 9, Upper George-street, Bryanstone-square.
Hunter, Leslie, 1, Tredegar-place, Bow-road.
Luke, Albert Fairweather, Exeter; and 49, Woburn-place, Middlesex.
Macdonald, Douglas John Kinneir, 42, Duke-street, St. James's; Abroad; 55, Lansdowne-road, Notting-hill
Pain, John Cave, 163, Marylebone-road; 4, Shouldham-street, Marylebone; and 44, Bedford-row.
Thompson, Richard Tinniswood, Manchester.
Thorowgood, Frederic William, Wood-green.
Vosper, Alfred Samuel Moon, Budleigh-Salterton; and 19 and 20, Arundel-street, Strand.
Walkden, Thomas, Ilkeston, Derbyshire.
Wilson, Charles Maurice, Bradford.

## COURT PAPERS.

### COURT OF CHANCERY.

NOTICE.

The Lords Justices will not take remaining appeal motions on the 5th of June (as printed in the Trinity Term paper), but will hear appeals after the bankrupt appeals on that day.

### EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals:—

QUEEN'S BENCH.

| | | | |
|---|---|---|---|
| Saturday | June 13 | Tuesday | June 16 |
| Monday | „ 15 | | |

COMMON PLEAS.

| | | | |
|---|---|---|---|
| Wednesday | June 17 | Friday | June 19 |
| Thursday | „ 18 | | |

EXCHEQUER.

| | | | |
|---|---|---|---|
| Saturday | June 20 | Monday | June 22 |

## PUBLIC COMPANIES.

### ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 29, 1868.

[*From the Official List of the actual business transacted.*]

#### GOVERNMENT FUNDS.

| | |
|---|---|
| 3 per Cent. Consols, 95⅝ | Annuities, April, '85 12 7-16 |
| Ditto for Account, June 4, 94¼ | Do. (Red Sea T.) Aug. 1908 |
| 3 per Cent. Reduced, 94¼ | Ex Bills, £1000, per Ct. 12 p m |
| New 3 per Cent., 94¼ | Ditto, £500, Do — p m |
| Do. 3½ per Cent., Jan. '94 | Ditto, £100 & £200, — p m |
| Do. 2½ per Cent., Jan. '94 | Bank of England Stock, — per Ct. (last half-year) 248 |
| Do. 5 per Cent., Jan. '72 105¾ | Ditto for Account, |
| Annuities, Jan. '80 — | |

#### INDIAN GOVERNMENT SECURITIES.

| | |
|---|---|
| India Stk., 10½ p Ct. Apr. '74, 216 | Ind. Enf. Pr., 5 p C., Jan. '72 105 |
| Ditto for Account | Ditto, 5½ per Cent., May, '79 109¼ |
| Ditto 5 per Cent., July, '80 117⅛ | Ditto Debentures, per Cent., April, '64 — |
| Ditto for Account, — | Do. Do., 5 per Cent., Aug. '73 105⅜ |
| Ditto 4 per Cent., Oct. '88 103 | Do. Bonds, 5 per Ct., £1000, 25 p m |
| Ditto, ditto, Certificates, — | Ditto, ditto, under £1000, 25 p m |
| Ditto Enfaced Ppr., 4 per Cent. 89½ | |

#### RAILWAY STOCK.

| Shres. | Railways. | Paid. | Closing Price. |
|---|---|---|---|
| Stock | Bristol and Exeter | 100 | 83 |
| Stock | Caledonian | 100 | 75 |
| Stock | Glasgow and South-Western | 100 | 102½ |
| Stock | Great Eastern Ordinary Stock | 100 | 35 |
| Stock | Do., East Anglian Stock, No. 2 | 100 | 7½ |
| Stock | Great Northern | 100 | 103¼ |
| Stock | Do., A Stock* | 100 | 98 |
| Stock | Great Southern and Western of Ireland | 100 | 96 |
| Stock | Great Western—Original | 100 | 53⅞ |
| Stock | Do., West Midland—Oxford | 100 | 31½ |
| Stock | Do., do.—Newport | 100 | 30 |
| Stock | Lancashire and Yorkshire | 100 | 128¾ |
| Stock | London, Brighton, and South Coast | 100 | 53 |
| Stock | London, Chatham, and Dover | 100 | 20⅜ |
| Stock | London and North-Western | 100 | 115⅝ |
| Stock | London and South-Western | 100 | 92½ |
| Stock | Manchester, Sheffield, and Lincoln | 100 | 44⅜ |
| Stock | Metropolitan | 100 | 112 |
| Stock | Midland | 100 | 107¼ |
| Stock | Do., Birmingham and Derby | 100 | 78 |
| Stock | North British | 100 | 34 |
| Stock | North London | 100 | 119 |
| 10 | Do., 1866 | | 11⅝ |
| Stock | North Staffordshire | 100 | 58 |
| Stock | South Devon | 100 | 45 |
| Stock | South-Eastern | 100 | 77 x d |
| Stock | Taff Vale | 100 | 144 |

* A receives no dividend until 6 per cent. has been paid to B.

### MONEY MARKET AND CITY INTELLIGENCE.

The week opened without very much activity, except in Foreign securities, the uncertainties in the political horizon apparently having considerable influence in the market. About the middle of the week, however, consols became very buoyant, and have continued so ever since. The railway market, after some fluctuation, closes with some tendency towards improvement, and foreign securities are increasingly active. In the general share-market there is still no symptom of any return of public confidence.

THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.—The Judicial Committee of the Privy Council will commence their sittings on Monday, the 15th of June. The list of causes is a heavy one.

Mr. Joseph Dodds, solicitor, of Stockton, has consented, at the request of a numerously signed requisition, to allow himself to be placed in nomination, at the next general election, as a candidate to represent the borough in Parliament. Stockton is one of the new constituencies created by the Reform Act of 1867.

Sir J. G. Shaw-Lefevre has addressed a letter to Mr. Gathorne Hardy, suggesting that the public statute volumes would be rendered much more handy by the withdrawal of many Acts which, though technically public, are entirely of a local character, and especially Acts confirming provisional orders under the Local Government Act, the Land Drainage Act, the General Pier and Harbour Act, the Drainage and Improvement of Lands Act (Ireland), General Police and Improvement (Scotland) Act, and other Acts containing the like powers; which, in the 8vo. volume for 1866, occupy 217 pages out of 857. Sir J. G. Shaw-Lefevre also suggests for future consideration whether the "Hybrid" Acts might not be placed among the Local Acts. Mr. Hardy has returned the following reply:—"Your proposal to print what may be called Public Local Acts separately from the public laws of the whole country meets my entire approval. It would not be without advantage to relegate Hybrid Acts to a volume apart from the statutes of the realm, though some have rather an extensive operation. It is obvious that in a general revision of the collection of statutes such Acts would be removed from their present position. With a view of notifying the intention to change the existing method of printing the statutes at large, I think it will be best to move that your letter, and my reply to it, be printed, and laid upon the table of each House of Parliament."

The late Lord Brougham, when Chancellor, is reported to have fallen into the same habit as Lord Eldon, namely, of writing private letters while counsel were arguing before him. Sir E. Sugden always rebelled against the practice, and, by ceasing to speak when Lord Brougham took up his pen, compelled the Chancellor at last to desist from writing, though he could not force him to adopt even the attitude of attention. A present occupant of the bench has been heard to attribute to this his first success at the bar. He had the fortune when quite a junior to hold a brief before Lord Brougham. His leader was absent, so upon him fell the task of opposing Sugden, who was on the other side, and, though he obtained judgment in his favour, it was more probably owing to the strength of his case than to an argument which was scarcely listened to. A few days after there appeared at his chambers a new client, and one who finally proved staunch. In after life he one day asked his old friend what had first drawn his attention to himself, and received this reply: "I was in court when that case of *Jones* v. *Jones* was on before Lord Brougham. Now, I always form my opinion of counsel from the attitude the judge assumes while they are speaking. On that occasion he took no notice of what Sugden had to say, but the moment you commenced speaking, he began to write, and he must have taken down the whole of your argument before he gave judgment in your favour."

Professional susceptibilities exhibit themselves in such various ways, and are affected or disturbed on such different points, that it would be difficult, if not impossible, accurately to enumerate and describe them all. There is, however, one kind, the wisdom of which, while appreciating its *raison d'etre*, and understanding the temptation to give way to it, we venture to call in question. We mean that which, regarding professional acquirements and learning as a species of sacred mystery, grudges to the public any explanation or enlightenment concerning them. There is, for instance, among the clergy an obvious impatience at seeing or hearing their dogmas or doctrines handled by laymen. Wherever the sacerdotal cast of character prevails this feeling prevails. For those clergymen who lament public discussion of doctrine and discipline we confess we have but little sympathy. In pure theology, no doubt, a clever, trained theologian might trip up a very able lay antagonist; but it is of the last importance that the ultimate consequences, no less than the present tendencies of dogma and doctrine, should be clearly and authoritatively stated, and fully and fairly laid before the public. Lawyers are commonly of a different mental calibre. With regard to law, nothing is so beneficial to the public generally as that the fact that the law is supreme should be thoroughly accepted, and that the principles, though not the technicalities of certain portions of it, should be universally understood. Lawyers, as a rule, are too sensible to object to any efforts in this direction, and the law journals, which are mostly distinguished by their unimpassioned tone, stand aloof, except to correct mistakes made in legal matters in other papers. The kind of articles, full of ability and learning, not unfrequently met with in the daily press on such subjects as bankruptcy, conspiracy, fraud, &c., and other branches of the criminal law, are often of immense assistance in clearing the views and in forming the judgment alike of electors and of legislators, and bear no kind of resemblance to the handbooks written, in popular phrase, to instruct the public rather in the technicalities than in the principles of the law. Lawyers view these kind of publications either with supreme indifference or with malignant satisfaction, feeling certain that he who reads and acts on them will assuredly be delivered, sooner or later, bound and helpless into their hands. The man who, on the strength of this sort of reading, makes his own will, and draws up his own lease or conveyance, always involves himself in practical difficulties which the most ordinary professional man would have instinctively avoided. The effect on an educated man of the study of a really able work on the technical part of law is to cause a solemn determination not to encounter legal difficulties without the best legal advice; and so it is with medicine. But the members of the medical profession are not so constituted as to be open to this kind of consolation. With all the generosity, benevolence, learning and knowledge of the world, which many of them possess in an eminent degree, they have not the *sang froid* which distinguishes lawyers, and, as a rule, they do not like to have their proceedings and professional mysteries exposed. They argue that the indiscriminate study of medicine leads to worse or more dangerous consequences than that of law. That is doubtful. If a man by meddling in law ruins his position in life, his health generally goes too; while if a

man gets on permanantly ill terms with his own stomach by dabbling in medicine, it need not injure his income or his position. An interminable law-suit, with an ever increasing bill of costs, is equal to a malignant cancer; and a wretched trustee, duped and broken in fortune by his own rash self-confidence, is as badly off as a man with a chronic liver complaint.—*American Exchange.*

## ESTATE EXCHANGE REPORT.

AT THE MART.

By Mr. Wm. Thornton.

Freehold residence, and 2 messuages, situate at Redhill, Surrey, producing £58 per annum—Sold for £695.

By Messrs. Temple & Moore.

Freehold, 10 acres of land and a small portion of copy hold land, situate at East Bedfont, Middlesex—Sold for £915.

By Messrs. Brewer & Son.

Freehold, 2 villas, Nos. 1 and 2, D'aumale-villas, Church-road, Teddington, producing £54 per annum—Sold for £730.

Freehold, the Anchor ale and beerhouse, situate at Merton, Surrey, let on lease at £22 per annum—Sold for £——

Freehold, 5 cottages, Nos. 1 to 5, Oakman's-buildings, Merton, producing £72 16s. per annum—Sold for £700.

May 14.—Messrs. Humbert & Cox.

Freehold estate, known as Knapp-hill Farm, in the parishes 'of Woking and Horsell, Surrey, comprising a farm-house, buildings, and about 50 acres of land let at £65 per annum—Sold for £2,060.

By Messrs. Prickett & Son.

Freeholdresidence, No. 4, Hornsey-lane, Highgate, ananual value £178—Sold for £1,900.

May 19.—By Messrs. Beadel.

Freehold premises, known as the Pier Inn, Herne Bay, Kent—Sold for £750.

Copyhold, 2 residences, Nos. 11 and 13, High-street, Homerton, producing £60 per annum—Sold for £860.

Freehold, 2a 3r 32p of arable land, in the parish of South Sopham, Norfolk, let at £6 per annum—Sold for £165.

May 20.—By Messrs. Edwin Fox & Bousfield.

Leasehold residence, No. 15, Ramford-place, Rotherhithe; term, 80 years from March, 1868, at £4 per annum—Sold for £300.

Freehold ground rents of £206 per annum, arising from the Edinborough Castle Tavern, Rhodeswell-road, 11 houses adjoining the Edinborough-terrace, and 2 houses in St. Thomas's-road, Regent's-park, Stepney—Sold for £4,190.

By Messrs. Glasier & Son.

Leasehold, 5 houses and shops, Nos. 18 to 22, Chester-street, 2 houses, Nos. 3 and 4, Edware-street, 3 houses, 16 to 18, Goldeas-place, Lambeth, producing £214 2s. per annum; term, 65 years from Jan. 1868, provided His Royal Highness, the Duke of Cambridge, aged 49 years, shall so long live, at £8 per annum, and a policy for £700—Sold at £970.

Leasehold, 4 houses, Nos. 34 to 37, Granley-place, New Cut, Lambeth, producing £93 12s. per annum; term, 58½ years unexpired, at £220 per annum—Sold for £450.

By Messrs. Horne, Eversfield, & Co.

Freehold ground rents, at £102 per annum, secured on property in Emsbury, in 8 lots, as follows:—Lot 1, ground rent of £10 16s. per annum, Sold for £290; lot 2, ground rent of £6 6s. per annum, Sold for £180; lot 3, ground rent of £13 5s. per annum, Sold for £405; lot 4, ground rent of £16 4s per annum, Sold for £630; lot 5, ground rent of £14 10s. per annum, Sold for £500; lot 6, ground rents of £9 per annum, Sold for £310; lot 7, ground rent of £7 4s. per annum, Sold for £185; lot 8, ground rent of £20 per annum, Sold for £500; lot 9, ground rent of £5 per annum, Sold for £110.

By Messrs. John Dawson & Son.

Policy assurance for £1,000, effected with the Equitable Life Office, on the life of a gentleman, aged 65 years, Sold for £930.

Policy of assurance on £500, effected with the Economic Life Office, on the life of a gentleman, aged 41 years—Sold for £5.

Freehold, 6¼ acres of land, situate just off the Lunbury and Sheppertonroad, Middlesex—Sold for £780.

Freehold residence, situate in Cleveland-road, Worcester-park, Surrey—Sold for £2,620.

May 21.—By Messrs. Debenham, Tewson, & Farmer.

Freehold house, No. 10, Heath-street, Commercial-road East, let at £18 per annum—Sold for £230.

Leasehold, 6 houses one, with shop, and the Victoria, and Prince Albert

AT THE GUILDHALL COFFEE HOUSE.

May 14.—By Mr. Marsh.

Freehold residence, No. 3, Finsbury-circus—Sold for £5,000.

Freehold house and shop, No. 76, Farringdon-street—Sold for £3,150.

Freehold, 3 houses, Nos. 9 to 11, Wood Wharf, Greenwich, producing £89 14s. per annum—Sold for £550.

Leasehold residenee, known as Cupola House, Church-street, Chelsea, annual value, £120; term, 99 years from 1854, at £9 per annum—Sold for £1,360.

Leasehold, improved rental of £131 12s. per annum (for 4 years), arising from No. 29, Cadogan-place, Sloane-street, Belgravia—Sold for £1,250.

May 19.—By Messrs. Daniel Cronin & Sons.

Leasehold, 2 houses, Nos. 2 and 3, Upper Baker-street, Lloyd-square, Pentonville, producing £60 per annum; term, 41 years unexpired, at £10 per annum—Sold for £590.

## BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ALDERTON—On May 24, at Lincoln-villa, Western-road, Ealing, the wife of Thos. H. Alderton, Esq., Solicitor, of 97, Edgware-road (late 48, Connaught-terrace, of a son.

KELLY—On May 26, at 31, Fitzwilliam-square, Dublin, the wife of Charles Kelly, Esq., Q.C., of a daughter.

PALMER—On May 26, at Westholme, Worcestershire, the wife of Wm Webb Palmer, Esq., Solicitor, of Birmingham, of a son.

MARRIAGES.

HARRISS—DE LA CASE—On April 9, at the Wesleyan Church, Calcutta, Alfred E. Harriss, Esq., Solicitor, of Calcutta, to Josephine Ann Rose, daughter of the late James De la Case, Esq.

ROBERTS—MARSHALL—On May 23, at Thorverton Parish Church, Henry Brougham Roberts, Esq., Solicitor, of Spring-gardens, Whitehall, to Maria, daughter of John Marshall, of Thorverton, Devon.

DEATHS.

CLOWES—On May 25, at New Buckenham, Norfolk, Edward Norris Clowes, Esq., Solicitor.

IVORY—On May 21, at St. Roque, Edinburgh, William Ivory, Esq., W.S.

SMITH—On May 10, at Bents-green Lodge, Sheffield, Henrietta, daughter of Albert Smith, Esq., Solicitor, of Sheffield.

## LONDON GAZETTES.

### Winding-up of Joint Stock Companies.

Friday, May 22, 1868.

Limited in Chancery.

Provincial Union Assurance Company (Limited).—Petition for winding up, presented May 14, directed to be heard before Vice-Chancellor Malins on May 25. Rooks & Co, Eastcheap, solicitors for the petitioners.

Tuesday, May 26, 1868.

Limited in Chancery.

Disderi and Company (Limited).—Petition for winding up, presented May 25, directed to be heard before Vice-Chancellor Malins on June 5. Abrahams, Old Jewry, solicitor for the petitioner.

European Central Railway Company (Limited).—Vice-Chancellor Giffard has, by an order dated April 21, appointed Samuel Lovelock, 34, Coleman-st, to be official liquidator.

Provincial Union Assurance Company (Limited).—Petition for winding up, presented May 25, directed to be heard before Vice-Chancellor Malins on June 5. Lewis & Co, Old Jewry, solicitors for the petitioner.

### Friendly Societies Dissolved.

Tuesday, May 26, 1868.

Millbrook Benevolent Friendly Society, Ring of Bells, Millbrook, Cornwall. May 20.

### Creditors under Estates in Chancery.

*Last Day of Proof.*

Friday, May 22, 1868.

King, Mary Anna, Newport, nr Barnstaple, Devon. June 20. Yarde *v* Goodridge, M. R.

Powell, Wm Hy, Upper Park-pl, Pawnbroker. June 6. Tomkins *v* Phelps, M. R.

Tuesday, May 26, 1868.

Robinson, Thos, Appleby, Westmorland, Solicitor. June 24. Wilson *v* Robinson, V.C. Malins.

Still, Wm Chester, Charles-st, Hatton-garden. July 1. City of London Brewery Company (Limited) *v* Still, V.C. Stuart.

Twinberrow, Wm, Finchley-rd, St John's-wood, Chemist. June 18. Cronin *v* Twinberrow, V.C. Malins.

### Creditors under 22 & 23 Vict. cap. 35.

*Last Day of Claim.*

Friday, May 22, 1868.

Beckett, Wm, Rampton, Nottingham, Yeoman. July 1. Marshall & Son, East Retford.

Brown, Rev Edwd, Addingham, Cumberland, Clerk. July 2. Hough, Carlisle.

Butterell, John, Rossington, York, Farmer. July 1. Broomhead & Wightman, Sheffield.

Christie, Jas, Newport, Monmouth, Doctor. Aug 1. Williams, Newport.

Clint, John, Rock Ferry, Chester, Gent. Aug 19. Wright & Co, Lpool.

Comer, Benj, Clifton, Bristol, Yeoman. June 29. Osborne & Co, Bristol.

Cotton, Joseph John, Clifton, Bristol, Esq. July 4. Fry & Otter, Bristol.

Dixon, Eliz, Carlisle, Widow. July 2. Hough, Calisle.

Dobel, Robt, Yeovil, Somerset, Jeweller. July 1. Watts, Yeovil.

Donald, Adam Elphinstone, Newcastle-upon-Tyne, Innkeeper. June 25. Armstrong, Newcastle.

Edwards, Robt, Writtle, Essex, Farmer. July 1. Blyth, Chelmsford.

Fane, Mildmay, Fulbeck Hall, Lincoln, General. Aug 22. Peake & England, Sleaford.

Hands, John, Coventry, Warwick, Gent. July 1. Browett, Coventry.

Lewis, David, Penygorof, Brecon, Farmer. June 30. Strick & Bellingham, Swansea.

Nichols, Jas Workington, Blandford-sq, Notary Public. June 20. Combs, Bucklersbury.

Shardalow, Geo, Raveningham, Norfolk, Farmer. June 20. Copeman & Son, Loddon.

Speer, Wm, Thames Ditton, Surrey, Esq. June 31. Kempson & Co, Abingdon-st, Westminster.

Swindells, John, Manch, Printer. July 1. Sarah Ann Swindells, 3, Melbourne-ter, Cheetham-hall, Manch.

Watson, Chas, Seaton Ross, York, Farmer. Aug 18. Powell & Son, Pocklington.

Wightman, Benj, Sheffield, Gent. July 1. Broomhead & Wightman, Sheffield.

Wilks, Eliz, Burley, York, Widow. July 25. Wood & Killick, Bradford.

Tuesday, May 26, 1868.

Austin, John, Graham-ter, Dalston. July 1. Davidson & Co, Basinghall-st.

Badart, Francois Joseph, Crosby House, Bishopsgate-st, Merchant. July 10. Waller, King-st, Cheapside.
Bent, Joseph. Edgbaston, Birm, Military Ornament Manufacturer. Aug 22. Ryland & Martineau, Birm.
Carter, Geo Wm, Greenheys, Manch, Fishmonger. July 31. Sutton & Elliott, Manch.
Chapman, Fredk, Wellesley-st, Stepney, Gent. July 13. Hudson, Fenchurch-bldgs.
Colebrooke Edwd, Aleepoor, Calcutta, India, Esq. Sept 1. Dowse & Darville, Lime-st-chambers.
Coles, Rev Thos Hy, Honington, Lincoln, Doctor. July 1. Beaumont, Grantham.
Cottingham, Right Hon Caroline Elizabeth Countess of, Sanninghill, Berks, Widow. June 24. Leman & Co, Lincoln's-inn-fields.
Daly, John, Bushbnry, Stafford, Horse Trainer. June 24. Bolton, Wolverhampton.
Fitton, Charlotte, Chester, Widow. June 24. Landor & Co, Rugeley.
Gatenby, Geo, Manch, Reed Manufacturer. July 1. Bingham, Manch.
Atkinson, Robt, Ponefract, York, Gent. Arundel, Pontefract.
Howe, Geo, Stannington Wood End, York, Grinder. June 30. Wheat, Sheffield.
Jinks, Richd, Southampton-row, Bloomsbury, Blindmaker. July 10. Tatham & Sons, Staple-inn.
Kirk, Hy, Chesterfield, Derby, Coach Builder. July 1. Gratton, Chesterfield.
Male, Thos Chas, West Bromwich, Stafford, Surgeon. June 30. Hayes & Wright. Oldbury.
McAllen, Addaline, Cusop, Hereford, Widow. July 1. Humfrys & Son, Hereford.
Mole, Sarah, Hing's-heath, Worcester, Widow. July 15. Riley, Wolverhampton.
Mortimer, Mary, Euston-villa, Shepherd's Bush, Spinster. July 19. Goren, South Molton-st.
Mytton, Georgiana Emma, Cleobury North, Salop, Spinster. Aug 31. Lloyd, Ludlow.
Nadleton, Rev John Chas, Cornwall-rd, Clerk. June 6. Sole & Co, Aldermanbury.
Neave, Sir Richd Digby, Dagnam-pk, Essex, Baronet. June 30. Wordsworth & Co, South Sea House, Threadneedle-st.
Nicholson, Wm Wilkinson, Skinner's-pl, Size-lane, Civil Engineer. July 13. Hudson, Fenchurch-bldgs.
Osten, Augustus Dominicus, Esq. Aug 20. Goren, South Molton-st.
Pain, Joseph, Crayford, Kent, Farmer. July 1. Colyer, Furnival's-inn.
Rook, Miles, Lpool, Tin-plate Worker. June 18. Stone & Bartley, Lpool.
Symonds, Rev Proger Herbert, Church Withington, Hereford. July 1. Humfrys & Son, Hereford.
Vickers, Valentine, Offley-grove, Stafford, Esq. July 1. Gordon & Nicholls, Bridgnorth.

## Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 22, 1868.

Adams, Robt, Brighton, Sussex, Builder. April 22. Comp. Reg May 20.
Alcock, Wm Hy, Stockport, Chester, Grocer. April 23. Asst. Reg May 20.
Alexander, Wm, & Hy Shum, Jewin-st, Aldersgate-st, Engravers. May 7. Asst. Reg May 21
Annet Wm, jun, Walton-on-Thames, Builder, May 1. Comp. Reg May 21.
Bailey, Wm, Aylesbury, Bucks, Boot Maker. April 23. Comp. Reg May 21.
Bannister, Robt, Levenshulme, Lancaster, Grocer. May 15. Asst. Reg May 20.
Barthorpe, John, Dover, Kent, Gent. May 1. Comp. Reg May 21.
Battely, Waldegrave, Bath, Somerset, Draper. April 24. Asst. Reg May 21.
Bensusan, Manuel, St James-sq, Notting-hill, Gent. May 20. Comp. Reg May 21.
Bermingham, Jas, & Hy Bermingham, Leek, Stafford, Silk Manufacturers. April 25. Comp. Reg May 19.
Betts, Josiah, Wolverhampton, Stafford, Tobacconist. April 24. Asst. Reg May 20.
Biffin, Chas, Eastergate, Sussex, Grocer. May 14. Comp. Reg May 21.
ishop, John, & John Grisman, Worcester, Builders. April 23. Conv. Reg May 20.
Bolton, Chas, Birm, Wholesale Shoe Manufacturer. May 14. Comp. Reg May 20.
Bradley, Wm, Southwick Sussex, Boot Maker. April 29. Comp. Reg May 21.
Bray, Wm Daws, Lpool, Veterinary Surgeon. May 14. Comp. Reg May 21.
Bridge, Geo, Herbert, Faling, Middlesex, Traveller. May 18. Comp. Reg May 20.
Browning, Chas, Rooksmore, Gloucester. Foreman. May 16. Comp. Reg May 21.
Butler, Edwd, Prisoner for Debt, Stafford. May 1. Comp. Reg May 21.
Carr, Geo Cornelius, Cambridge-villas, Hammersmith, Accountant. April 23. Comp. Reg May 19.
Chesher, Hy, Sloane-st, Knightsbridge, Brush Maker. April 24 Comp. Reg May 19.
Child, Joseph, Brighton, Sussex, Tailor. April 25. Asst. Reg May 21.
Clegg, Edwin, Gt Suffolk-st, Borough, Baker. April 24. Comp. Reg May 21.
Clifton, Jas Joseph, Shepherdess-walk, City-rd, Clerk. May 21. Comp. Reg May 22.
Clough, Jas, Sandbach, Chester, Grocer. May 14. Comp. Reg May 20.
Cohen, Jacob, Wentworth-st, Spitalfields, Butcher. May 19. Comp. Reg May 22.
Cole, Mark Lancey, West Cowes, Isle of Wight, Tailor. May 2. Comp. Reg May 19.
Coleman, Joseph, Winwick Mills, Northampton, Miller. May 2. Conv. Reg May 20.
Cragg, Geo, Grove-pl, Highgate, Watchmaker. May 19. Comp. Reg May 19.
Crowther, Joshua, City-rd, Dealer in Fancy Goods. May 20. Comp. Reg May 21.
Davies, Danl Beynon, Newcastle Emlyn, Carmarthen, Brewer. April 24. Asst. Reg May 22.
Dean, Geo, Nottingham, Licensed Victualler. May 15. Asst. Reg May 22.
Deavin, Martin, Crystal-ter, Rotherhithe New-rd, Builder. May 15. Comp. Reg May 20.
Dobell, Chas Richd, Lambs Conduit-st, Red Lion-sq, Tailor. April 27. Comp. Reg May 20.
Dust, Jas Brook, Cannon-st, Photographic Artist. May 13. Comp. Reg May 22.
Ellis, Chas, Lloyd's, Underwriter. May 22. Asst. Reg May 22.
Elliot, Timothy, Cayton, York, Blacksmith. April 24. Asst. Reg May 20.
Ellyard, Chas Watson, Kingston-upon-Hull, Timber Merchant. April 23. Comp. Reg May 20.
Everatt, Wm, Eynsham, Oxford, Draper's Assistant. May 15. Comp. Reg May 22.
Field, Geo, Hunslet, nr Leeds, Grocer. April 27. Comp. Reg May 22.
Frankcom, Saml, Bristol, Grocer. May 5. Asst. Reg May 18.
Godbolt, Geo, King's-rd, Chealsea, Builder. April 29. Comp. Reg May 20.
Graygoose, Wm Chas, Gt Queen-st, Lincoln's-inn-fields, Furniture Dealer. May 2. Comp. Reg May 20.
Guest, Edwin Walter, Church-st, Bethnal-green, Commercial Traveller. May 4. Comp. Reg May 19.
Hale, Wm Joseph, Lpool, Provision Dealer. May 7. Comp. Reg May 21.
Hall, Wm, Alton, Stafford, Shopkeeper. April 29. Asst. Reg May 19.
Hayter, Edwd, Colchester, Essex, Licensed Victualler. April 23. Comp. Reg May 21.
Heath, Richd Mare, Bucknall, Stafford, Ironfounder. May 1. Asst. Reg May 22.
Hemming, Thos, Aldersgate-st, Auctioneer. May 21. Comp. Reg May 21.
Hewitson, Geo, North Ormesby, York, Beerhouse Keeper. April 28. Asst. Reg May 19.
Holborn, Hy Nehemiah, Bristol, Photographer. May 8. Asst. Reg May 21.
Hosken, Thos Butterfill, Llandefailog, Brecon, Clerk. May 12. Asst. Reg May 19.
Hudson, Wm, jun, Wolverhampton, Stafford, Hosier. April 23. Comp. Reg May 20.
Hughes, Geo, Fenton, Stafford, Grocer. May 16. Comp. Reg May 20.
Jackson, David, Brighton, Sussex, Trainer. April 30. Comp. Reg May 21.
Keen, Jas, Crewe, Chester, Builder. May 15. Asst. Reg May 22.
Kersey, Abraham, Framsden, Suffolk, Grocer. May 5. Asst. Reg May 23.
Leybourne, Thos, Bishopwearmouth, Durham, Miller. April 27. Asst. Reg May 20.
Lawton, Benj Carr, Newcastle-upon-Tyne, Railway Contractor. May 8. Asst, Reg May 22.
Lees, John, Manch, Confectioner. April 25. Asst. Reg May 22.
Lloyd, Robt Jas, Newport-villas Barking-town, Debt Collector. May 15. Comp. Reg May 19.
Lockwood, Nehemiah, Stradbroke, Suffolk. April 21. Asst. Reg May 19.
Machin, David, Reading, Berks, Poulterer. May 8. Comp. Reg May 20.
Malpas, Josiah, Bristol, Carpenter. May 16. Comp. Reg May 18.
Marriage, Jas Botham, Willington, Durham, Draper. April 25. Conv Reg May 21.
Mascall, John, Archer-st, Kensington-pk, Corn Dealer. May 6. Asst Reg May 21.
Morland, Wm Greene, Gateshead, Durham, Grocer. May 13. Comp Reg May 21.
Moxon, John Thos, Brightside, Sheffield, Corn Factor. April 25. Asst. Reg May 21.
Muller, Fredk Augustus, Gateshead, Durham, Merchant's Clerk. May 15. Comp. Reg May 22.
Murch, Edwd, Devonport, Devon, Tailor. April 27. Asst. Reg May 21.
Newby, John Geo, Middlesborough, York, Joiner. April 16. Comp. Reg May 20.
Nichols, Saml Augustus, Over Darwen, & Chas Hawkins Brindle, Blackburn, Lancaster, Cotton Spinners. April 29. Asst. Reg May 21.
Ordish, Rowland Mason, Gt George-st, Westminster, Civil Engineer. May 20. Asst. Reg May 21.
Platt, Wm, Beaufort-bldgs, Strand, Jeweller. May 15. Comp. Reg May 22.
Prince, Wm, Banks, Hign Holborn, Print-seller. May 16, Comp. Reg May 20.
Rees, Philip, Pontypridd, Glamorgan, Grocer. April 23. Comp. Reg May 21.
Rittson, Wm, Gorton, Lancaster, Joiner. May 5. Asst. Reg May 20.
Rogers, Jas, Bristol, Boot Maker. May 20. Comp. Reg May 21.
Sexton, Wm, Essex-rd, Islington, Draper. May 4. Comp. Reg May 19.
Shaddick, Cleophas, Boot Manufacturer. May 8. Comp. Reg May 20.
Shedden, Alex, Dudley, Worcester, Hosier. May 11. Comp. Reg May 22.
Smith, Edwin, Walsall, Stafford, Ironmaster. April 24. Asst. Reg May 21.
Smith, Edwd Hart, Holland House, Brixton Gent. May 19. Comp. Reg May 19.
Sowter, Thos Bradley, Birm, Draper. April 30. Asst. Reg May 22.
Stanley, John, Deal, Kent, Grocer. April 30. Comp. Reg May 22.
Steer, Alfred, Long Buckly, Northampton, Innkeeper. April 22. Comp. Reg May 20.
Strong, Wm Edwd, Lechlade, Gloucester, Draper. May 1. Asst. Reg May 22.
Turner, Geo, Portsea, Hampshire, Tailor. May 11. Asst. Reg May 20.
Wagstaff, Thos, Tendering, Essex, Brewer. April 25. Asst. Reg May 21.
Walker, John, Barnard Castle, Durham, Saddler. April 25. Comp. Reg May 22.
Warren, Saml, Tichborne-st, Haymarket, Tailor. May 13. Comp. Reg May 22.

Young, Jas Wm, Portland-ter, St Johns-wood, Oil Refiner, May 6. Comp. Reg May 21.
Young, David, Mark-lane, Wine Merchant. March 25. Comp. Reg May 21.

TUESDAY, May 26, 1868.

Akers, John, Banner-st, St Luke's, Butcher. May 19. Asst. Reg May 26.
Allen, Hy, St John's-st, Clerkenwell, Druggist. April 27. Asst. Reg May 25.
Askey, Joseph, & Saml Ltampe, Gt Grimsby, Lincoln, Drapers. May 19. Comp. Reg May 25.
Baker, Wm, Birm, Clockmaker. May 25. Comp. Reg May 26.
Barnes, Wm, Southtown, Suffolk, Sawyer. May 12. Comp. Reg May 25.
Baxter, Geo, Swansea, Glamorgan, Bookseller. May 7. Asst. Reg May 26.
Beesley, Jas, Brades-village, Worcester, Licensed Victualler. May 7. Comp. Reg May 25.
Bolam, John, Holywell, Northumberland, Provision Dealer. May 18. Comp. Reg May 25.
Bradley, Wm, & Wm Hy Boothroyd, Rastrck, York, Millwrights. May 8. Asst. Reg May 26.
Brearley, Thos, Elland, York, Lime Dealer. May 6. Asst. Reg May 25.
Bryan, Benj, jun, Melton Mowbray, Leicester, Druggist. May 5. Asst. Reg May 25.
Bryant, Chas, Bath, Somerset, Grocer. April 25. Comp. Reg May 23.
Casserly, Hy, Fairfoot-rd, Bow, Custom House Officer. May 13. Comp. Reg May 25.
Chambers, Richd, Ware, Hertford, Miller's Foremrn. May 20. Comp. Reg May 22.
Chaplin, Edwd Hy, Windsor-ct, Monkwell-st, Warehouseman. April 23. Asst. Reg May 21.
Chappell, Hy, Andover, Southampton, Currier. May 11. Comp. Reg May 23.
Cooke, Robt, Manch, Engraver. May 22. Comp. Reg May 25.
Cox, Wm, St John's-pl, Notting-hill, Coffee-house Keeper. May 21 Comp. Reg May 22.
Davis, Edwd Birm, Tailor. May 1. Comp. Reg May 25.
Dewhurst, John Sawley, Wakefield, York, Agent. May 5. Comp. Reg May 22.
Edkins, Edwd, Birm, Licensed Victualler. May 11. Comp. Reg May 26.
Eggar, John Cobden, Benenden, Kent, Draper. May 1. Comp. Reg May 25.
Elliot, Walter. Sheffield, Boot Dealer. May 16. Comp. Reg May 26.
Emery, Jas, Hastings, Sussex, Wine Merchant. April 27. Asst. Reg May 22.
Evans, Thos David, Cardiff, Glamorgan, Draper. April 28. Asst. Reg May 23.
Fereday, Thos, Sedgley, Stafford, Plumber. May 18. Comp. Reg May 26.
Fraser, Wm, Leeds, Stationer. May 4. Asst. Reg May 26.
Green, Thos Ryding, Cullum-st, Merchant. May 18. Comp. Reg May 26.
Guest, Joseph, Aston-juxta-Birmingham, out of business. May 11. Comp. Reg May 26.
Gwyer, Saml Vowles, Vine Cottage, Putney, Commercial Clerk. May 15. Comp. Reg May 21.
Hague, John, Huddersfield, York, Shopkeeper. May 13. Asst. Reg May 25.
Handy, Hy Francis, Darlaston, Stafford, Surgeon. May 21. Comp. Reg May 25.
Harries, David, Merthyr Tydfil, Glamorgan, Butter Merchant. April 27. Comp. Reg May 25.
Hemmingway, Thos, Hunslet, Leeds, Engineer. May 13. Comp. Reg May 26.
Hewitt, Thos, Sutton, Surrey, Foreman. April 30. Asst. Reg May 25
Hewitt, Jas Morgan, Albion-villas, Hammersmith, Boot Manufacturer. May 16. Comp. Reg May 22.
Hill, Joseph, Birm, Button Manufacturer. May 9. Comp. Reg May 25.
Hiley, Fredk Roger, Newark-upon-Trent, Nottingham, Comm Agent. May 21. Asst. Reg May 25.
Hilf, Christian, Cambridge-rd, Bethnal-green, Boot Manufacturer, May 13. Comp. Reg May 23.
Holmes, John, Leeds, Twine Manufacturer. April 29. Comp. Reg May 26.
Ireland, Jonathan, Manch, Engineer. May 20. Comp. Reg May 26.
Irish, Geo, Salford, Lancaster, Milliner. May 1. Comp. Reg May 25.
Jackson, Michael, Richd, Wolverhampton, Stafford, Licensed Victualler. May 13. Asst. Reg May 25.
Johnston, David, Lpool, Cotton Dealer. May 21. Comp. Reg May 26.
Jones, John, Merthyr Tydfil, Glammorgan, Butter Merchant. April 27. Comp. Reg May 25.
Kirkpatrick, John, Suffolk-st, Commercial-rd East, Draper. May 11. Asst. Reg May 26.
Land, Hy, Sheffield, Electro Plater. May 15. Comp. Reg May 22.
Lees, John Hart, Penkridge, Stafford, Grocer. May 5. Comp. Reg May 25.
Levy, Jacob, Hartlepool, Durham, Outfitter. April 25. Comp. Reg May 22.
Lunt, John, jun, & John Ford, Latchford, Chester, Porters. May 20. Comp. Reg May 26.
Mabbott, Charles Mee, Nottinghgm, Cabinet Maker. May 22. Comp. Reg May 25.
Mattison, Jas, Richmond, York, Glass Dealer. May 5. Asst. Reg May 25.
McCall, Thos, Gateshead, Durham, Grocer. May 9. Comp. Reg May 25.
McCann, Jas, Preston, Lancaster, Matress-maker. May 21. Comp. Reg May 25.
McCrone, Wm, jun, Preston, Lancaster, May 6, Asst. Reg May 25.
McIntosh, Jas, Shrewsbury, Salop, Draper. April 25. Asst. Reg May 23.
Montgomery, Albert, Swansea, Glamorgam, Comedian. April 27. Comp Reg May 22.
Mottershaw, Hy, Grantham, Lincoln, Innkeeper. May 13. Asst. Reg May 25.
Nuttall, Emanuel, Newchurch, Lancaster, Woollen Manufacturer. May 12. Asst. Reg May 26.
Ogbourn, Geo, Dockhead, Bermondsey, Baker. May 9. Comp. Reg May 22.
Packer, Thos, Swansea, Glamorgan Painter. May 2. Comp. Reg May 26.
Parnell, Thos, Lpool, Licensed Victualler. May 20. Asst. Reg May 26.
Peate, John Grime, Patricroft, nr Manch, Manufacturer. May 13. Comp. Reg May 25.
Pepper, Thos John, jun, Hague's-pl, Rotherhithe, Anchor Smith. April 29. Comp. Reg May 25.
Petley, Robt Albert, West-green, Tottenham, Builder. March 31. Comp. Reg May 22.
Pickering, Joseph, Cliftonville, nr Brighton, Railway Contractor. April 29. Comp. Reg May 25.
Pittaway, Hy, Dudley, Worcester, Builder. May 12. Comp. Reg May 22.
Porter, Hy Edwd, Hendon, Butcher. May 21. Comp. Reg May 26.
Randegger, Guiseppe, & John Kettlewell, Catherine-ct, Seething-lane, Brokers. May 7. Inspectorship. Reg May 23.
Rawlins, Wm, Wells-st, Gent. May 26. Asst. Reg May 26.
Richardson, Wm, Scarborough, York, Grocer. May 22. Comp. Reg May 25.
Rickaby, Thos Hy, Gilling, York, Brewer. April 28. Asst. Reg May 26.
Salt, Saml, Millwall, Builder. May 18. Comp. Reg May 22.
Shipp, Joseph, Bristol, Butcher. May 9. Comp. Reg May 23.
Smee, Fredk, Lewisham, Kent, Brewer. April 27. Comp. Reg May 22.
Smith, John, Sheffield, General Smith. April 27. Comp. Reg May 23.
Sowton, Geo, jun, & Charles Jonathan Sowton, New Cross-rd, Millers. May 22. Comp. Reg May 25.
Stevens, Geo, Gresham-house, Comm Agent. May 12. Comp. Reg May 23.
Swift, Saml, Headstone Drive, Harrow, Carpenter. May 25. Comp. Reg May 26.
Tate, Alex Norman, Lpool, Analytical Chemist. May 20. Asst. Reg May 26.
Turner, Geo Atkins, Nottingham, Boot Manufacturer. May 23. Comp. Reg May 25.
Vaughan, Isaac, Toll End, Stafford, Charter Master. May 20. Comp. Reg May 25.
Wagner, Emilie David, Lpool, Outfitter. May 19. Comp. Reg May 25.
Wear, Jas, Bristol, Baker. May 22. Comp. Reg May 25.
Weaver, Hy, Cottage-row, Poplar, Carman. May 22. Comp. Reg May 26.
Weavers, Josiah, Colchester, Essex, Clothier. April 27. Comp. Reg May 22.
Williams, Evan Evan, Hereford, Low Comedian. May 20. Asst. Reg May 26.
Williams, Jeremiah David, Ebbw Vale, Monmouth, Grocer. May 23. Comp. Reg May 26.
Wright, Joseph, jun, South Shields, Durham, Builder. May 9. Asst. Reg May 26.
Wright, Jas, Stokwell-st, Greenwich, Apothecary. May 20. Comp. Reg May 26.

## Bankrupts.

FRIDAY, May 22, 1868.

To Surrender in London.

Anderson, Wm Thos, Gt Yarmouth, Norfolk, Sail Maker. Pet May 20. Pepys. June 11 at 12. Linklaters & Co, Walbrook.
Bagge, Hy, Rose-cottages, Spaldhurst-rd, South Hackney, Builder. Pet May 18. June 15 at 2. Lewis & Sons, Wellington-sq.
Barnes, Hy Joseph, Prisoner for Debt, London. Pet May 19 (for pau). Pepys. June 11 at 1. Popham, Basinghall-st.
Bryant, Alex, Gloucester-rd, Cassland-rd, South Hackney, General Merchant. Pet May 13. June 15 at 2. Hare, Mitre-ct, Temple.
Burgess, John, Medway-st, Westminister, Baker. Pet May 14. Pepys. June 4 at 2. Blakeley & Co, Bedford-row.
Christian, Thos, Morton-rd, Islington, Cabinet Maker. Pet May 18. Pepys. June 11 at 11. Steadman, London-wall.
Collins, Benj, Oxford, Butcher. Pet May 19. Roche. June 10 at 2. Dobie, Basinghall-st.
Cooper, Jas, Lancaster-rd East, Notting-hill, no occupation. Pet May 18. Roche. June 10 at 1. Nash & Co, Suffolk-lane.
Eve, John, Maidstone, Kent, Builder. Pet May 18. Pepys. June 11 at 11. Long, Pitfield-st, Hoxton.
Forder, Richd Reading, Princes-st, Westminster, Licensed Victualler. Pet May 14. Pepys. June 4 at 2. Peddell, Basinghall-st.
Gull, Thos Alfred, jun, Tavistock-pl, Tavistock-sq, Working Jeweller. Pet May 20. Murray. June 8 at 1. Dubois & Maynard, Church-passage, Gresham st.
Jones, Wm, Barking-rd, West Ham, Plate Roller. Pet May 18. Roche. June 12 at 2. Webb, Austin Friars, Old Broad-st.
Lloyd, Thos Nathaniel, Watford, Hertford, Watch Maker. Pet May 16. June 15 at 1. Camp, Paternoster-row.
Lucas, Thos, Prisoner for Debt, London. Pet May 19 (for pau). Brougham. June 17 at 11. Popham, Basinghall-st.
McCree, Wm Robertson, Prisoner for Debt, London. Pet May 20 (for pau). Brougham. June 17 at 12. Drake, Basinghall-st.
Nash, Geo Gilbert, King William-st, Strand, Clerk. Pet May 20. Murray. June 15 at 11. Marshall, Lincoln's-inn-fields.
Norwood, Chas, Twemlow-ter, London fields, House Decorator. Pet May 19. Murray. June 8 at 1. Lewis & Sons, Wilmington-sq.
Page, Chas. George-st, Richmond, Oilman. Pet May 20. Murray. June 3 at 2. Oliver, King-st, Cheapside.
Pront, Jas, Gracechurch-st, Perfumer. Pet May 20. June 17 at 12. Hewitt, Nicholas-lane.
Raby, Jas, Prisoner for Debt, Essex. Adj May 16. June 17 at 12.
Radley, Geo Wm, Prisoner for Debt, Chelmsford. Adj May 16. June 22 at 11.
Read, Geo Hy, Prisoner for Debt, London. Pet May 19 (for pau). Pepys. June 11 at 1. Popham, Basinghall-st.

Reid, Jane, Prisoner for Debt, London. Pet May 19 (for pau). Murray. June 8 at 1.

Schulz, John Conrad, Rufford's-bldgs, High-st, Islington, Baker. Pet May 18. Roche. June 8 at 1. Lewis & Sons, Wilmington-sq.

Sexton, Geo, Glenarm-rd, Lower Clapton, Doctor. Pet May 20. Murray. June 8 at 1.

Turner, Wm, St Mark's-rd, Notting-hill, Cheesemonger. Pet May 20. Pepys. June 11 at 12. Pullen, Cloisters, Temple.

Young, John Geo Lambton. Bidborough, Kent, Tutor. Pet May 18. Roche. June 10 at 1. Nichols & Clark, Cook's-ct, Lincoln's-inn.

To Surrender in the Country.

Blatchford, Wm, Trevena, Cornwall, Servant. Pet May 14. Hawker. Camelford, June 5 at 1. Mall, Camelford.

Bradbury, Jane, & Benj Haigh Townsend, Ashton-under-Tyne, Lancaster, Cotton Waste Dealers. Pet May 19. Macrae. Manch, June 11 at 12. Sale & Co, Manch.

Brundrett, Matthew, Manch, Beerseller. Pet May 18. Fardell. Manch, June 9 at 11. Slack, Manch.

Buckenham, John, jun, Ashill, Norfolk, Miller. Pet May 15. Palmer. Swaffham. June 2 at 12. Emerson, Norwich.

Burchill, Wm, Prisoner for Debt, Bristol. Adj May 20 (for pau). Harley. Bristol, June 12 at 12.

Buxton, Wm, Burton-upon-Trent, Stafford, Grocer. Pet May 18. Tudor. Birm, June 5 at 12. James & Griffin, Birm.

Carpenter, Hy Fredk, Manch, Licensed Victualler. Pet May 20. Fardell. Manch, June 15 at 11. Mann, Manch.

Cook, Kingdom, Melcombe Regis, Dorset, Beer Retailer. Pet May 15. Andrews. Weymouth, June 1 at 11. Howard, Weymouth.

Cummings, Lawrence, Manch, Innkeeper. Pet May 18. Fardell. Manch, June 9 at 12. Ambler, Manch.

Carrier, Geo Hy, Birm, Retail Brewer. Pet May 18. Guest. Birm, June 12 at 10. Maher, Birm.

Dance, Wm, Prisoner for Debt, Bristol. Adj May 20 (for pau). Harley. Bristol, June 12 at 12.

Davies, Chas, Birm, Electro Plater. Pet May 19. Guest. Birm, June 12 at 10. Rowlands, Birm.

Diggon, Ann, Brandon, Suffolk. Saddler. Pet May 16. Clarke. Thetford, June 2 at 12. Salmon, Bury St Edmund's, Suffolk.

Ellison, Jas Chas, York, Thornbury, Dyer. Pet May 19. Bradford, June 9 at 9.15. Dawson, Bradford.

Evans, Richd Evan, Birm, Tobacconist. Pet May 20. Tudor. Birm, June 5 at 12. Fallows, Birm.

Finigan, Jas, jun, Lpool, out of business. Pet May 20. Lpool. June 4 at 11. Masters, Lpool.

Foley, Jas, Manch, Van Driver. Pet May 18. Kay. Manch, June 10 at 9.30. Andrews, Manch.

Footman, Robt, Havodwen, Carmarthen. Pet May 14. Lloyd. Carmarthen, June 3 at 11. Davies, Carmarthen.

Gaultier, Albert Fredk. Cheltenham, Gloucester, Tutor. Pet May 16. Gale. Cheltenham, June 2 at 11.

Gregg, Geo, Dalton-in-Furness, Lancaster, Builder. Pet May 20. Fardell. Manch, June 23 at 11. Marsland & Addleshaw, Manch.

Gregg, Miles, Dalton-in-Furness, Lancaster, Mine Owner. Pet May 19. Fardell. Manch, June 23 at 11. Marsland & Addleshaw, Manch.

Groombridge, Geo Oliver, Herne Bay, Kent, Fly Proprietor. Pet May 7. Callaway. Canterbury, June 16 at 11. Lucas, George-st, Mansion House.

Hall, Sarah, Longhope, Gloucester, Beer Retailer. Pet May 18. Burrup. Newnham, June 4 at 12. Smallbridge, Gloucester.

Hallewell, Saml, Leicester, Manager to a Woolstapler. Pet April 30. Birm, June 8 at 11. Lees & Senior, Bradford.

Harries, Wm, Trecynon, Glamorgan, Boot Maker. Pet May 16. Rees, Aberdare, June 3 at 11. Rosser, Aberdare.

Harrison, John, Blackburn, Lancaster, Mechanic. Pet May 16. Bolton. Blackburn, June 8 at 1. Clough & Polding, Blackburn.

Hayward, Geo, Gloucester, Coal Merchant's Foreman. Pet May 19. Wilton, Gloucester, June 6 at 12. Smallridge, Gloucester.

Higinbottom, Robt, Hyde, Chester, Bobbin Turner. Pet May 2. Brooks. Hyde, June 10 at 12. Hibbert, Hyde.

Hill, Geo, Hyde, Chester, Iron Planer. Pet May 6. Brooks. Hyde, June 10 at 12. Hibbert, Hyde.

Hodson, Thos, St Helen's. Pet May 15. Ansdell. St Helen's, June 2 at 11. Beasley St Helen's.

Hopkins, Thos, Swansea, Glamorgan, Licensed Victualler. Pet May 18. Morris. Swansea, June 3 at 11. Smith, Swansea.

Isacke, Hy, Hereford, Brush Maker. Pet May 20. Hill. Birm, June 3 at 12. Garrold, Hereford.

Jackson, Peter, Prisoner for Debt, Manch. Pet May 15 (for pau). Kay. Manch, June 16 at 9.30. Ambler, Manch.

Jackson, Geo Brearley, Millbridge, in Liversedge, York, Cardmaker. Pet May 18. Nelson. Dewsbury, June 4 at 3. Hill, Bradford.

Jones, Wm, jun, Purton, Gloucester, Farmer's Assistant. Pet May 18. Francillon. Dursley, June 8 at 11. Taynton Gloucester.

Jones, Thos Jacob, Christchurch, Monmouth, Ship Owner. Pet May 15. Wilde. Bristol, June 5 at 11. Henderson, Bristol.

Kelly, Norman, Birm, Travelling Draper. Pet April 24. Tudor. Birm, June 5 at 12. Sale & Co, Manch.

Langmead, Jas, Westlake Farm, Devon, Farmer. Pet May 16. Exeter, June 1 at 12. Friend, Exeter.

Llewellyn, David, Merthyr Tydvil, Grocer. Pet May 18. Wilde. Bristol, June 3 at 11. Clifton, Bristol.

Loveridge, Robt, Hill Farm, Gloucester, Farmer. Pet May 18. Wilde. Bristol, June 3 at 11. Cooke, Gloucester.

Machen, Frank England, Prisoner for Debt, York. Pet May 15. Leeds, June 3 at 12.

Maguire, Patrick, Gateshead, Durham, Mill Furnace-man. Pet May 18. Ingledew. Gateshed, June 5 at 11. Forster, Newcastle-upon-Tyne.

Moody, Alfred, Newcastle-upon Tyne, Ship Broker. Pet May 19. Clayton. Newcastle, June 6 at 10. Hoyle & Co, Newcastle-upon-Tyne.

Moore, John, Prisoner for Debt, Manch. Pet May 15 (for pau). Kay. Manch, June 10 at 9.30. Ambler, Manch.

Morris, Thos, Penbont Cellar. Carnarvon, Grocer. Pet May 15. Owen. Pwllheli, June 3 at 11. Jones.

Murray, Hy, Bodmin, Cornwall, High Bailiff. Pet May 18. Collins. Bodmin, June 6 at 10. Wallis, Bodmin.

Organ, Jas, Gloucester, out of business. Pet May 18. Wilde. Bristol, June 2 at 11. Wilkes, Gloucester.

Ormerod, Alfred, Heaton Norris, Lancaster, Joiner. Pet May 18. Coppock. Stockport, June 12 at 11. Bent, Stockport.

Pain Richd, St Leonard's-on-Sea, Sussex, Saddler. Pet May 29. Young. Hastings, June 6 at 11. Norris, St Leonard's-on-Sea.

Palmer, Arthur Rees, Patricroft, nr Manch, Gent. Pet May 18. Hulton. Salford, June 13 at 9.30. Walmsley, Manch.

Parker, Hy, Wellington, Solop, out of business. Pet May 11. Newill. Wellington, June 19 at 12. James, Wellington.

Roberts, Morris Montgomery, Tyissa, Innkeeper. Pet May 18. Pugh. Llanfyllin, June 4 at 11. Pugh, Llanfyllin.

Ross, Jas, Birm, Engineer. Pet May 18. Guest. Birm, June 12 at 10. Rowlands, Birm.

Skinner, Thos, Basingstoke, Southampton, Dealer in China. Pet May 20. Lamb. Basingstoke, June 6 at 12. Chandler, Basingstoke.

Stead, Saml, Morley, York, Printer. Pet May 20. Leeds, June 8 at 11. Ibberson, Dewsbury.

Stott, Asa Joseph, Failsworth, Lancaster, Leather Dealer. Pet May 18. Macrae. Manch, June 11 at 11. Leigh, Manch.

Stringer, Saml, Tipton, Stafford, Boot Dealer. Pet May 18. Hill. Birm, June 3 at 12. James & Griffin, Birm.

Tiley, Joseph, Bath, Somerset, Bootmaker. Pet May 14. Smith. Bath, June 2 at 11. M'Carthy, Bath.

Tunnicliffe, Jas, Leek, Stafford, Provision Dealer. Pet May 20. Allen. Leek, June 4 at 11. Johnson, Leek.

Tye, Geo Robt, Wells, Norfolk, Harness Maker. Pet May 12. Watson. Little Walsingham, June 4 at 3. Garwood, jun, Wells.

Vaughan, David, Aberdare, Glamorgan, Grocer. Pet May 16. Rees. Aberdare, June 3 at 1. Rosser, Aberdare.

Vickers, Wm, jun, Brackley, Northampton, Baker. Pet May 18. Fairthorne. Brackley, June 8 at 10. Pellett, Banbury.

Walker, Jas Edmond, Manch, Musical Professor. Pet May 20. Fardell. Manch, June 15 at 11. Mann, Manch.

Wallace, Robt, Seaham Harbour, Durham, General Dealer. Pet May 19. Gibson. Newcastle-upon-Tyne, June 9 at 12. Bousfield, Newcastle-upon-Tyne.

Watts, Jesse, Brighton, Sussex, Fishmonger. Pet May 20. Eversbed. Brighton, June 8 at 11. Lamb, Brighton.

Webb, Geo, Blackburn, Lancaster, Grocer's Assistant. Pet May 16. Bolton. Blackburn, June 8 at 1. Wheeler & Co, Blackburn.

Whitehouse, Joseph, Westbromwich, Stafford, Retail Brewer. Pet May 15. Watson. Oldbury, June 1 at 1. Shakespeare, Oldbury.

Wilton, Richd, Doncaster, York, Grocer. Pet May 15. Shirley. Doncaster, June 2 at 12. Woodhead, Doncaster.

Wolstenholme, John, Burnley, Lancaster, Cotton Manufacturer. Pet May 18. Hartley. Burnley, June 4 at 3. Backhouse & Whittam, Burnley.

Wotton, Richd, Bristol, French Polisher. Pet May 18. Gibbs. Bristol, June 12 at 12. Hill.

Yates, Jas, Tanlan, nr Llanrwst, Denbigh, Platelayer. Pet May 19. Llanrwst, June 1 at 1. Jones, Conway.

Yeomans, Richd, Little Sowerby, Lincoln, Painter. Pet May 19. Thompson. Grantham, June 11 at 11. Malim, Grantham.

To Surrender in London.

TUESDAY, May 26, 1868.

Anderson, Andrew, Prisoner for Debt, London. Adj May 18. Roche. June 22 at 11.

Brown, Joshua, Birdcage-walk, Hackney-rd, Dairyman. Pet May 21. Murray. June 15 at 11. Marshall, Lincoln's-inn-fields.

Callow, Edwd, Banister, Prisoner for Debt, London. Adj May 18. Roche. June 22 at 11.

Collett, Wm, Burton-st, Eaton-sq, no occupation. Pet May 20. Pepys. June 11 at 12. Mercer & Mercer, Mincing-lane.

Colson, Peter Jas, Euston, Harmonium Manufacturer. Pet May 16. Pepys. June 11 at 1. Cole, Clifford's-inn.

Cook, Chas, Oakley-st, Chelsea, out of business. Pet May 19. Pepys. June 11 at 11. Marshall, Lincoln's-inn-fields.

Crux, Hy, Prisoner for Debt, London. Pet May 21 (for pau). Pepys. June 11 at 2. Pittman, Guildhall-chambers.

Davis, John Anstey, Gt Guildford-st, Southwark, Marble Manufacturer Pet May 21. June 17 at 1. Greaves, Essex-st, Strand.

Dinsdale, Kay, Prisoner for Debt, London. Adj May 18. Roche. June 22 at 11.

Eastman, Robt, Prisoner for Debt, London. Pet May 22 (for pau). Pepys. June 11 at 2. Nind, Basinghall-st.

Ellis, John Jones, Bessborough-gardens, Pimlico, Clerk in Holy Orders. Pet May 23. Pepys. June 11 at 2. Marshall, Lincoln's-inn-fields.

Garrett, Wm Hy, Prisoner for Debt, London, Adj May 20. Roche. June 22 at 11

Gehringer, Fredk, Prisoner for Debt, London. Adj May 18. Roche. June 22 at 11.

Goodwin, John, Stonham, Suffolk, Brewer. Pet May 14. June 17 at 1. Chilton & Co, Chancery-lane.

Hastie, Robt Vint, Prisoner for Debt, London. Pet May 21 (for pau). Broughan. June 17 at 1. Kimber, Gt Winchester-st-bldgs.

Hawkes, Jas Wilkes Bland, Prisoner for Debt, London. Adj May 18. June 22 at 12.

Hollingsworth, Alex, Enfield-rd North, De Beauvoir-sq, Veneer Sawyer. Pet Feb 3. Murray. June 8 at 2. Ashurst & Co, Old Jewry.

Johnson, John Adolphus, Prisoner for Debt, London. Adj May 18. June 22 at 12.

Middleton, Geo Millward, Prisoner for Debt, London. Adj May 18. Roche. June 22 at 12.

Mills, Hy Geo, Gt Dover-st, Optician. Pet May 21. Murray. June 15 at 11. Chipperfield, Trinity-st, Southwark.

Newton, Geo, Albert-ter, Notting-hill, Builder. Pet May 19. Pepys. June 11 at 11. Dobie, Basinghall-st.

Parkinson, Hy, Hanbury-cottages, Grange-rd, Dalston, Commercial Clerk. Pet May 20. Pepys. June 11 at 12. Harris & Co, Bishopsgate Churchyard.

Rea, Wm Gray, Prisoner for Debt, London. Adj May 18. Roche. June 22 at 12.

Roberts, Ann Eliz, Prisoner for Debt, London. Adj May 18. Roche. June 22 at 12.

Ross, Chas Harry, Surrey-st, Strand, Clerk. Pet May 21. Murray. June 15 at 11. Parkes, Beaufort-bldgs, Strand.

Saner, Geo Alfred, Prisoner for Debt, London. Pet May 20 (for pau). Pepys. June 2 at 11. Rigby, Coleman-st.

Smith, Joseph, Little Russell-st, Bloomsbury, Tailor. Pet May 20. Pepys. June 11 at 12. Nind, Basinghall-st.
Spearing, Rev Fredc, Goring, nr Reading, Clerk. Pet May 21. Pepys. June 11 at 1. Abbot & Co, New-inn.
Squires, Geo, Church-lane, Essex-rd, Islington, Furniture Dealer. Pet May 22. Murray. June 15 at 12. Marshall, Lincoln's-inn-fields.
Stidder, Jas Geo, Prisoner for Debt, London. Pet May 20 (for pau). Pepys. June 11 at 2. Rigby, Coleman-st.
Stone, John, Prisoner for Debt, London. Pet May 23 (for pau). Murray. June 22 at 1. Popham, Basinghall-st.
Strong, Hy Edwd, Prisoner for Debt, Maidstone. Adj May 20. Roche. June 22 at 1.
Teagle, Joseph Perkins, & Edwin Martin, John-st, Commercial-rd, Lambeth, Glass Bottle Manufacturers. Pet May 21. Murray. June 8 at 2. Ody, Trinity-st, Southwark.
Turner, Wm, Prisoner for Debt, London. Adj May 18. Roche. June 22 at 12.
Utley, Edwin, Buckland-st, New North-rd, Wine Merchant's Clerk. Pet May 20. June 17 at 1. Harper, Gracechurch-st.
Wilkins, Fredk Louis, Walthamstow, Essex, Liquidator. Pet May 19. June 17 at 11. Dowse & Darville, Lime-st.

To Surrrender in the Country.

Archer, Isaac, Claines, Worcester, Florist. Pet May 20. Crisp. Worcester, June 10 at 11. Tree, Worcester.
Ashworth, Joseph, Hulme, Manch, Clerk. Pet May 22. Macrae. Manch, June 11 at 12. Farringdon, Manch.
Baxter, Alfrd, Birm, out of business. Pet May 20. Guest. Birm, June 12 at 10. Duke, Birm.
Beaumont, Julia, Huddersfield, York, Dressmaker. Pet May 5. Jones. Huddersfield, June 26 at 10. Sykes, Huddersfield.
Booth, Richd, Clifton, Campville, Stafford, out of business. Pet May 20. Shaw. Tamworth, June 10 at 11. Argyle, Tamworth.
Boothman, John, Burnley, Lancaster, Grocer. Pet May 21. Hartley. Burnley, June 4 at 3.30. Backhouse, & Whittam, Burnley.
Borring, Edwd, Durham, Wickham, Clerk. Pet May 21. Ingledew. Gateshed, June 5 at 12. Johnston, Newcastle-upon-Tyne.
Bowen, Rees, Brecon, Battle Farm, Labourer. Pet May 21. Evans. Brecknock, June 11 at 2. Games, Brecknock.
Brown, Jas, Ince, nr Wigan, Lancaster, Tin Plate Worker. Pet May 21. Fardell. Manch, June 16 at 11. Gardner, Manch.
Burnley, Wm, Bradford, York, Law Clerk. Pet May 22. Bradford, June 12 at 9.15. Dawson, Bradford.
Cank, Edwd, Leicester, Market Gardener. Pet May 22. Tudor. Birm, June 16 at 11. Owston, Leicester.
Clay, Dalton, Grantham, Lincoln, Saddler. Pet May 23. Grantham, June 11 at 11. Malim, Grantham.
Clee, John, Dudley, Worcester, Carrier. Pet May 21. Walker. Dudley, June 13 at 12. Stokes, Dudley.
Dale, John, Longton, Stafford, Potter's Turner. Pet May 22. Keary. Stoke-upon-Trent, June 6 at 11. Litchfield, Newcastle-under-Lyme.
Davison, Geo, Newcastle-upon-Tyne, Tailor. Pet May 23. Clayton. Newcastle, June 10 at 10. Dickinson, Newcastle-upon-Tyne.
Davison, Joseph Fenwick, Sunderland, Durham, Joiner. Pet May 20. Gibson. Newcastle-upon-Tyne, June 9 at 12. Steele, Sunderland.
Duke, Francis, Newark-upon-Trent, Nottingham, Licensed Retailer of Beer. Pet May 21. Newton. Newark, June 10 at 10. Ashley, Newark-upon-Trent.
Elmslie, Adam Wallace, Clifton, Bristol, Esq. Pet May 23. Wilde. Bristol, June 6 at 11. Press & Co, Bristol.
Fenn, Geo, Ipswich, Suffolk, Dealer. Pet May 23. Pretyman. Ipswich, June 6 at 11. Hill, Ipswich.
Forsdike, Edwd, Manch, Pipe Maker. Pet May 23. Macrae. Manch, June 11 at 11. Heath & Sons, Manch.
Gill, Wilkinson, Cleator, Cumberland, Builder. Pet May 22. Gibson. Newcastle-upon-Tyne, June 9 at 12. Bousfield, Newcastle-upon-Tyne.
Glenister, Thos Edwin, Bovingdon, Hertford, Bricklayer. Pet May 10. Francis. Chesham, June 17 at 2. Annesley, St Alban's.
Goodwin, Chas Rowbotham, Scarborough, York, Hosier. Pet May 12. Leeds, June 15 at 11. Simpson, Leeds.
Harper, Jas, & Wm Thos Jas, Oswaldtwistle, Lancaster, Ironfounders. Pet May 14. Macrae. Manch, June 12 at 11. Pickup, Blackburn.
Harwood, Geo, Nottingham, Grocer. Pet May 21. Patchitt. Nottingham, June 17 at 10.30. Lees, jun.
Haydon, John, Birm, Leather Dealer. Pet May 21. Hill. Birm, June 10 at 12. Assinder, Birm.
Heiling, Thos, Barrow-in-Furness, Lancaster, Beerseller. Pet May 21. Postlethwaite. Ulverston, June 5 at 10. Jackson, Ulverston.
Herbert, Edwd Billson, Leicester, Builder. Pet May 21. Ingram. Leicester, June 6 at 11. Owston, Leicester.
Herring, Wm, Prisoner for Debt, Walton. Adj May 13. Lpool, June 4 at 11.
Hodson, Thos, St Helen's. Pet May 15. Andsell. St Helen's, June 6 at 11. Beasley, St Helen's.
Hulbert, Henry Walter, Bristol, out of business. Pet May 22. Harley Bristol, June 12 at 12. Benson & Elleston.
Ives, Saml. Hyde, Chester, Brush Manufacturer. Pet May 21. Fardell. Manch, June 10 at 11. Boote & Rylance, Manch.
Johnson, Edwd Hy, St Helen's, Lancaster, Bookseller. Pet May 21. Loool, June 5 at 12. Best, Lpool.
Jones, Thos, Bangor, Carnarvon, Master Mariner. Pet May 9. Jones, Bangor, June 8 at 2. Jones, Menai Bridge.
Laverick, Thos Thompson, Sunderland, Durham, Joiner. Pet May 21. Marshall. Sunderland, June 9 at 12. Oliver, Sunderland.
Lord, Eliza, York, Cog Maker. Pet May 20. Perkins. York, June 8 at 11. Grayston, York.
Millerd, Andrew, Cheriton, Hants, Dealer in Wood. Pet May 20. Godmin. Winchester, June 9 at 11. Hollis, Winchester.
Newton, Hy, Chesterfield, Derby, Joiner. Pet May 21. Wake. Chesterfield, June 16 at 11. Gee, Chesterfield.
O'Keeffe, Peter, Fenton, Stafford, Engine Fitter. Pet May 19. Keary. Stoke-upon-Trent, June 6 at 11. Tomkinson, Burslem.
Pardoe, Edwd, Coalbournbrook, Stafford, Blacksmith. Pet May 18. Harward. Stourbridge, June 8 at 10. Ponton, Stourbridge.
Park, Matthew, Bradford, York, Tailor. Pet May 25. Leeds, June 8 at 11. Clarke, Leeds.
Pitt, Wm, Garsdon, Wilts, Sawyer. Pet May 25. Chubb. Malmesbury, June 15 at 11. Bakewell. Chippenham.
Richards, Stephen, Penzance, Cornwall, Potatoe Merchant. Pet May 13. Exeter. May 29 at 12. Terrell & Petherick, Exeter.
Shaw, Peter, Netherton, Worcester, Beerhouse Keeper. Pet May 21. Walker. Dudley, June 13 at 12. Stokes, Dudley.
Stall, Abraham Josef, Treherbert, Glamorgan, Pawnbroker. Pet May 22. Wilde. Bristol, June 5 at 11. Henderson, Bristol.
Steel, John, Horatio, Bristol, Boot Maker. Pet May 22. Harley. Bristol, June 12 at 12. Benson & Elletson.
Sutcliffe, Jas, Rochdale, Lancaster, Brewer's Traveller. Pet May 22. Jackson. Rochdale, June 11 at 10. Hartley, Rochdale.
Swan, Richd, Lancaster, Treales, Labourer. Pet May 21. Moore. Kirkham, June 10 at 10. Edelston, Preston.
Tate, John Wm, Newcastle-upon-Tyne, Confectioner. Adj May 13. Gibson. Newcastle-upon-Tyne, June 9 at 12. Hoyle, Newcastle-upon-Tyne.
Taylor, John, Prisoner for Debt, York. Adj May 15. Wake. Sheffield, June 5 at 1. Binney & Son, Sheffield.
Taylor, Fredk Wm, Exeter, Coach Builder. Pet May 21. Daw. Exeter, June 8 at 11. Campion, Exeter.
Thomas, Mary, Briton Ferry, Glamorgan, Pet May 20. Morgan. Neath, June 8 at 11. Cuthbertson, Neath.
Thomas, Jas. Huddersfield, York, Cart Driver. Pet May 18. Jones, jun. Hudderefield, June 26 at 10. Sykes, Huddersfield.
Wagstaffe, Robt, jun, Cutthorpe, Derby, Basket Maker. Pet May 21. Waller. Chesterfield, June 16 at 11. Binney & Son, Sheffield.
Warbrick, Saml, & Robt Warbrick, Askham, Lancaster, Joiners. Pet May 21. Postlethwaite. Ulverston, June 4 at 10. Park, Ulverston.
Warren, John, South Retford, Nottingham, Joiner. Pet May 25. Leeds, June 17 at 12. Hodding, Worksop.
Welbourne, Richd Hartley, Burnley, Lancaster, Newspaper Publisher. Pet May 22. Fardell. Manch, June 16 at 12. Slater & Barling, Manch.
Wildber, Geo, Londonderry, Stafford, Brickyard Labourer. Pet May 19. Watson. Oldbury, June 12 at 11. Shapespeare, Oldbury.

BANKRUPTCY ANNULLED.

TUESDAY, May 26, 1868.

Wyatt, John Graves, Plumstead-rd, Plumstead, Auctioneer. May 7.